



मध्यप्रदेश राजपत्र

(असाधारण)

प्राधिकार से प्रकाशित

क्रमांक 86]

भोपाल, शुक्रवार, दिनांक 3 मार्च 2017—फाल्गुन 12, शक 1938

नवीन एवं नवकरणीय ऊर्जा विभाग
मंत्रालय, वल्लभ भवन, भोपाल

भोपाल, दिनांक 03 मार्च 2017

क्रमांक : 1-02-2014-साठ – मंत्रि परिषद दिनांक 28.04.2015 एवं दिनांक 07 फरवरी 2017 को सम्पन्न बैठक में रीवा जिले में स्थापनाधीन 750 मेगावाट क्षमता की रीवा अल्ट्रा सौर ऊर्जा परियोजना की स्थापना के संबंध में निर्णय एवं परियोजना हेतु अनुमोदित भूमि उपयोग अनुज्ञा अनुबंध एवं तृतीय पक्ष भूमि उपयोग अनुज्ञा अनुबंध(परियोजना इकाई विकासक एवं पी.जी.सी.आई.एल.) का अनुमोदन किया गया है। सर्वसाधारण की जानकारी के लिये उक्त का प्रकाशन "मध्यप्रदेश राजपत्र (असाधारण)" में किया जा रहा है।

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार,

मनु श्रीवास्तव, प्रमुख सचिव.

नवीन एवं नवकरणीय ऊर्जा विभाग
मंत्रि-परिषद् का आदेश
दिनांक 28.04.2015 एवम दिनांक 07-02-2017

रीवा जिले में सौर परियोजना व प्रदेश में अन्य नवकरणीय परियोजनाओं की स्थापना किये जाने के संबंध में मंत्रि-परिषद् की बैठक दिनांक 28.04.2015 एवम दिनांक 07.02.2017 में लिये गये निर्णय के संदर्भ में निम्नानुसार कार्यवाही की जाए -

1. रीवा जिले के गुढ तहसील में सौर संयंत्र की केन्द्र शासन की अल्ट्रा मेगा सोलर परियोजना की योजना का क्रियान्वयन किया जाए, जिसमें विश्व बैंक का रियायती ऋण केंद्र शासन के माध्यम से प्राप्त होगा।
2. अल्ट्रा मेगा सौर संयंत्र के साथ भविष्य की अन्य ग्रिड व आफ ग्रिड नवकरणीय परियोजनाओं के क्रियान्वयन हेतु सोलर एनर्जी कार्पोरेशन आफ इंडिया (SECI) व म. प्र. ऊर्जा विकास निगम की संयुक्त कंपनी का गठन किया जाए, जिस हेतु पेड अप अंश की भागीदारी राशि रु एक करोड़ नवकरणीय ऊर्जा विभाग के बजट से की जाए। अंश भागीदारी के अतिरिक्त अन्य कोई वित्तीय भार राज्य शासन का नहीं होगा। संयुक्त कंपनी के गठन हेतु विभागीय संक्षेपिका दिनांक 17.04.2015 के साथ संलग्न ज्वाइंट बेंचर कम शेयर होल्डर्स ड्राफ्ट एग्रीमेंट के अनुसार अनुबंध किया जाए। अनुबंध के अनुसार अग्रिम कार्यवाही व संयुक्त कंपनी के अध्यक्ष, सदस्य व अन्य कार्यकारी अधिकारियों के नामांकन हेतु नवीन एवं नवकरणीय ऊर्जा विभाग को अधिकृत किया जाए।

रीवा अल्ट्रा मेगा सौर ऊर्जा परियोजना हेतु बिड प्रोसेस मैनेजमेंट की संपूर्ण कार्यवाही SECI द्वारा नहीं, अपितु गठित संयुक्त कंपनी, यथा रीवा अल्ट्रा मेगा सोलर लिमिटेड (RUMS), के द्वारा संपादित की जाए। किसी भी दशा में मध्यप्रदेश पावर मैनेजमेंट कंपनी लिमिटेड (MPPMCL) द्वारा क्रय की जाने वाली विद्युत की levelized लागत रुपये 4.43 प्रति यूनिट से अधिक नहीं होनी चाहिए।

रीवा अल्ट्रा मेगा सौर ऊर्जा परियोजना से उत्पादित विद्युत का क्रय-विक्रय SECI के माध्यम से किये जाने के स्थान पर, क्रेताओं द्वारा सीधे परियोजना विकासकों से पावर पर्चेज एग्रीमेंट संपादित कर किया जाए।

3. रीवा जिले के गुढ तहसील के ग्राम बरसेता देश, बरसेता पहाड़, बदवार, रामनगर पहाड़, ईटार पहाड़ व बदवार में उपलब्ध राजस्व भूमि शासन की नवकरणीय ऊर्जा नीति एवं रीवा अल्ट्रा

मेगा सौर ऊर्जा परियोजना हेतु, विभागीय संक्षेपिका दिनांक 06.02.2017 के साथ संलग्न 'भूमि उपयोग अनुज्ञा अनुबंध' एवं तृतीय पक्षकार {परियोजना ईकाई विकासक एवम पावर ग्रिड कॉर्पोरेशन ऑफ इण्डिया लिमिटेड (PGCIL)} के साथ किये जाने वाले 'तृतीय पक्षकार भूमि उपयोग अनुज्ञा अनुबंध' के आधार पर लागू भूमि उपयोग दर पर विकासक को दी जाए।

राजस्व भूमि के मध्य आने वाली परियोजना के लिये आवश्यक निजी भूमि, शासन की आपसी सहमति नीति 2014 या परियोजनाओं हेतु लागू शासन की नीति के प्रावधानों के अन्तर्गत नवीन एवं नवीकरणीय ऊर्जा मंत्रालय, भारत सरकार (एमएनआरई)/ निवेशक से प्राप्त होने वाली राशि से कलेक्टर के माध्यम से ली जाए।

'आपसी सहमति से भूमि क्रय नीति' के प्रावधानों के अंतर्गत RUMS द्वारा नवीकरणीय ऊर्जा परियोजनाओं हेतु क्रय की गयी निजी भूमि, नवीन एवम नवीकरणीय ऊर्जा विभाग एवम RUMS के नामे अंकित होने के पश्चात, नवीन एवम नवीकरणीय ऊर्जा विभाग द्वारा उक्त भूमि हेतु RUMS के साथ नवीन एवम नवीकरणीय ऊर्जा विभाग की नीति के प्रावधान अनुसार अनुबंध किया जाए, परंतु इस हेतु RUMS द्वारा शासन को कोई भूमि उपयोग दर का भुगतान नहीं किया जाना हो।

4. रीवा अल्ट्रा मेगा सौर ऊर्जा परियोजना से दिल्ली मेट्रो रेल कॉर्पोरेशन (DMRC) को प्रति वर्ष 345 MU विद्युत विक्रय की जाए एवम परियोजना से उपलब्ध शेष समस्त विद्युत का क्रय MPPMCL द्वारा किया जाए। DMRC द्वारा प्रति यूनिट 115 MU से कम विद्युत लिये जाने की स्थिति में भी, 115 MU का भुगतान किया जाएगा; फलस्वरूप यह अतिरिक्त विद्युत, MPPMCL को निःशुल्क प्राप्त होगी।
5. मंत्रि-परिषद की बैठक दिनांक 23-08-2016 में MPPMCL द्वारा क्रय की जाने वाली विद्युत के संबंध में राज्य गारंटी का निर्णय और विधि विभाग द्वारा परिमार्जित गारंटी अनुबंध, ऊपर कंडिका - 4) में उल्लेखित मात्रा पर लागू होगा।
6. रीवा अल्ट्रा मेगा सौर ऊर्जा परियोजना को शासन की 'सौर ऊर्जा परियोजना क्रियांवयन नीति-2012' के खंड-स में उल्लेखित लाभ दिये जाएं। RUMS द्वारा नीति में निर्धारित प्रक्रिया शुल्क जमा करवाया जाए।

LAND USE PERMISSION AGREEMENT

FOR

DEVELOPMENT OF THE REWA ULTRA MEGA SOLAR POWER PROJECT
TO BE SET UP AT REWA DISTRICT IN THE STATE OF MADHYA PRADESH

BETWEEN

Commissioner
New and Renewable Energy Bhopal

AND

M/s Rewa Ultra Mega Solar Limited AND

[On Appropriate Stamp Paper]

LAND USE AND PERMISSION AGREEMENT

This Land Use Permission Agreement (**Agreement**) is entered into on this [.] day of the month of [.] 2016 at Bhopal, Madhya Pradesh.

BETWEEN

The Commissioner, New and Renewable Energy, Bhopal having its office at Urja Bhawan, Shivaji Nagar, Bhopal (hereinafter referred to as "**GoMP-NRE**", which expression shall, unless repugnant to the context thereof, include its permitted successors, assigns and legal representatives) of the **FIRST PART**;

AND

M/s. Rewa Ultra Mega Solar Limited, a company registered under the provisions of the Companies Act, 2013, having its registered office at Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016, Madhya Pradesh, India (Hereinafter referred to as "**RUMSL**", which expression shall, unless repugnant to the context thereof, include its permitted successors, administrators and permitted assigns), through Mr. [.] (*Designation*), who is duly authorized by RUMSL vide a board resolution issued by its board of directors on [.] (*date*), to execute this Agreement of the **SECOND PART**;

The GoMP-NRE and RUMSL shall collectively be referred to as the **Parties** and individually as a **Party**.

WHEREAS:

- A. With a view to provide a boost to renewable energy development in the state of Madhya Pradesh, the Government of Madhya Pradesh (**GoMP**) and the Government of India (**GoI**) have decided to set up a 750 MW solar project in the Rewa District of the state of Madhya Pradesh (**Rewa Solar Project**).
- B. In this regard, RUMSL has been incorporated as a joint venture company between Madhya Pradesh Urja Vikas Nigam Limited and Solar Energy Corporation of India, with both the entities holding equal shareholding in RUMSL. RUMSL has been designated as the solar power park developer for the Rewa Solar Project.

- C. RUMSL, in its capacity as the bidding authority for the Rewa Solar Project, invited proposals from all interested entities by launching a single stage two-envelope bidding process followed by a reverse auction process pursuant to a request for proposals issued on 16 March 2016 (**RFP**).
- D. GoMP-NRE is the Nodal Department of the GoMP, vested with the responsibility to deal with all the matters connected with implementation of solar power based projects developed under the MP Solar Policy (*as defined below*). As per the policies of the Government of Madhya Pradesh, in case of land owned by the Revenue Department, GoMP or any other GoMP department, such land may be transferred to GoMP-NRE, and GoMP-NRE is further entitled to subsequently give permission for use of land to a developer of a solar power project.
- E. GoMP-NRE has taken possession of land from the Revenue Department, GoMP through District Renewable Energy Officer (**DREO**), as per letter no. [.] dated [.].
- F. The Rewa Solar Project will be split into three units (individually referred to as **Unit** and collectively referred to as **Units**) of ground mounted grid-connected solar photovoltaic power plants of 250 MW capacity each, to be developed on pre-identified land parcels inside the Rewa Solar Project. The Units will be connected to the inter-state transmission system through a 400/220kV substation to be constructed, operated and maintained by Power Grid Corporation of India Limited (**PGCIL Sub-station**).
- G. For the purposes of setting up the Rewa Solar Project and the PGCIL Sub-station, GOMP-NRE has the right to grant permission for use of the land, including the land required for the development of the Units and for the development of the PGCIL Sub-station, to RUMSL (**Rewa Solar Project Land**). The GoMP-NRE has, through the DREO, handed over possession of the land to RUMSL as per letter no. [.] dated [.].
- H. GOMP-NRE and RUMSL shall enter into a separate land use permission agreement (**Unit- LUPA**) with the Solar Project Developer(s) (*as defined below*) through which GOMP-NRE shall grant the Solar Project Developer(s) permission for use of a part of the Rewa Solar Project Land for developing, operating and maintaining the Unit (**Unit Land**), the details of which are set out in Annexure A. Further, GOMP-NRE and RUMSL shall also enter into land use permission agreement with PGCIL (**PGCIL-LUPA**) through which the GoMP-NRE shall grant PGCIL the permission to use a part of the Rewa Solar Project Land for the construction, operation and maintenance of the PGCIL Sub-station (**PGCIL Land**), the details of which are set out in Annexure B. RUMSL shall pay all land use charges for the Rewa Solar Project Land in accordance with the policies of the Government of Madhya Pradesh.
- I. The Parties now wish to enter into this Agreement to grant RUMSL the right to undertake the use of the Rewa Solar Project Land, including entering into the Unit-LUPA and PGCIL LUPA, in accordance with the terms and conditions set forth in this Agreement for development of the Rewa Solar Project and the PGCIL Sub-station.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, both the Parties agree to the terms and conditions set forth as follows:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement, following words and expression shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

Agreement means this Land Use Permission Agreement together with Annexures hereto;

Applicable Laws means all laws in force and effect as on the Effective Date and which may be promulgated or brought in force and effect in India, including in the state of Madhya Pradesh after the Effective Date and all applicable statutes, enactments, laws, ordinances, bye-laws, rules, regulations, guidelines, notifications, notices, and/or judgments, decrees, injunctions,

writs or orders of any Governmental Instrumentality, court, statutory or regulatory authority, tribunal, board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively.

Applicable Permits means any permissions, clearances, concessions, authorisations, consents, licenses, permits, rulings, exemptions, no-objections, resolutions, filings, orders, notarisations, lodgements or registrations or approvals of whatsoever nature that are required to be obtained by RUMSL, or the Solar Project Developer, from time to time in connection with the Unit and for undertaking, performing or discharging its obligations under this Agreement in accordance with Applicable Laws.

Agreement Period shall have the meaning as ascribed thereto in Article 2.2 of this agreement.

Commissioning Certificate means the certificate issued by RUMSL to the SPD certifying that the Unit has been commissioned by the SPD, as will be notified by RUMSL to GoMP-NRE.

Day means a 24 hour period beginning at 00:00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time.

Deemed COD shall have the meaning ascribed to it in the Unit LUPA.

Dispute shall have the meaning ascribed to it in Article 8.

Dispute Meeting shall have the meaning ascribed to it in Article 8. **Dispute Notice** shall have the meaning ascribed to it in Article 8. **DREO** shall have the meaning ascribed to it in Recital E. **Effective Date** shall mean the date of signing of this Agreement.

Financial Assistance means all funded and non-funded financial assistance, including loans, advances and guarantees or any re-financing, that the Solar Project Developer may avail of for the Unit from the Lenders.

Financing Documents means collectively, the documents executed or to be executed with Lenders, in respect of the Financial Assistance and includes any document providing security for the Financial Assistance.

Gol means the Government of India.

GoMP means the government of Madhya Pradesh.

Governmental Instrumentality means the:

- GoMP and/ or Gol; and/or
- any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of the GoMP; and/or
- any ministry, department, board, authority, agency, commission under the direct or indirect control of Gol; or
- any political sub-division including any court or commission or tribunal or judicial or quasi- judicial body in the state Madhya Pradesh or/and includes the MPERC;
- Supreme Court of India or commission or tribunal or judicial or quasi- judicial body of the Gol but excluding the Company/RUMSL,

having jurisdiction over the Rewa Solar Project Land or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement.

INR means Indian Rupees, the lawful currency in India.

Internal Evacuation Infrastructure means collectively, the following infrastructure to be constructed and commissioned by RUMSL for the Rewa Solar Project:

- (i) 1 (one) 33/220 kV outdoor substation, associated with and dedicated for the Unit. The 33/220kV substation shall comprise of 3x100 MVA (oil forced air forced) transformer, 18 (eighteen) 33kV circuit terminals to enable connections to the Unit; and
- (ii) 1 (one) double circuit (DC) 220 kV transmission line connecting the 33/220kV substation to the PGCIL Sub-station.

Land Use Charges shall have the meaning ascribed to it in Article 2.5.

Lenders means to include banks, financial institutions, funds and agents or trustees of debenture holders, including their successors and assigns, who have agreed to guarantee or provide the Financial Assistance to the Solar Project Developer under the Financing Documents for implementing the Unit.

Loss means all damages, losses, liabilities, costs, expenses, including legal and other professional charges and expenses and charges arising under statute, contract or otherwise in connection with judgements, proceedings, claims, internal costs or demands.

Material Adverse Effect means the effect of any act or event which causes a material and adverse impairment in the ability of any of the Parties to exercise their rights or perform any of its obligations or consummate transactions under and in accordance with the provisions of this Agreement.

MPPMCL means the Madhya Pradesh Power Management Company Limited.

MPPMCL PPA means the power purchase agreement to be executed between the Solar Project Developer(s), RUMSL and MPPMCL for the Rewa Solar Project.

MP Solar Policy means the Policy for Implementation of Solar Power Based Projects in Madhya Pradesh, 2012, including any amendments thereto.

Permanent Structures shall mean the permanent works forming part of the Rewa Solar Project that are required to be constructed, installed and maintained as such for the implementation of the Units.

Permanent Ancillary Structures shall mean the permanent ancillary works required for Unit related activities like construction of office, staff houses, rest house, guest house, canteen etc.

PGCIL means Power Grid Corporation of India Limited. **PGCIL Sub-station** has the meaning ascribed to it in Recital F. **PGCIL Land** has the meaning ascribed to it in Recital H. **PGCIL LUPA** has the meaning ascribed to it in Recital H.

Prudent Utility Practices means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which are reasonably and ordinarily expected to be used by a skilled and experienced owner, contractor or operator engaged in installation, management, ownership, operation and maintenance of facilities, equipment or systems of the type and size similar to the Unit.

Rewa Solar Project has the meaning ascribed to it in Recital A. **Rewa Solar Project Land** has the meaning ascribed to it in Recital G. **RUMSL** means Rewa Ultra Mega Solar Limited.

Solar Project Developer(s) means the entity(ies) selected by RUMSL in accordance with the terms of the RFP, for the construction, operation and maintenance of the Unit(s) in the Rewa Solar Project.

Taxes means any Indian taxes including levies, imposts, cesses, duties and other forms of taxation, including income tax, sales tax, value added tax, octroy, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty (whether central, state or local) on the goods, materials, equipment and services incorporated in and forming part of the Unit charged, levied or imposed by any Governmental Instrumentality, but excludes any interest, penalties and other sums in relation thereto imposed on any account whatsoever.

Temporary Structures shall mean all temporary works of any kind other than permanent structures required to be erected in connection with the implementation of the Unit and that are incidental or ancillary to the design, engineering and construction of the Unit and are erected/installed and maintained till the Unit COD and removed thereafter.

Unit(s) shall have the meaning ascribed to it in Recital F.

Unit COD shall mean the date on which the commissioning certificate has been issued for the full 250 MW capacity of the Unit.

Unit Land shall have the meaning ascribed to it in Recital H.

Unit LUPA shall have the meaning ascribed to it in Recital H.

Unit SCOD means the scheduled commercial operations date of the Unit, as notified by RUMSL to GoMP-NRE.

Wilful Default means a deliberate or conscious breach of this Agreement by any of the Parties which has a Material Adverse Effect on the other Party.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
- (b) The references to persons and words denoting natural persons shall include bodies corporate and partnerships, joint ventures and statutory and other authorities and entities.
- (c) The nomenclature of the Agreement, headings and paragraph numbers are for the convenience of reference and shall be ignored in construing or interpreting the Agreement.
- (d) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this Article shall not operate so as to increase the liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.
- (e) Any reference to any period commencing "from" a specified Day or date and "till" or "until" a specified Day or date shall include both such Days and dates.

2. EFFECTIVENESS, TERM AND CHARGES

2.1 Effectiveness

Subject to Article 3.1, this Agreement shall come into effect from the Effective Date of this Agreement.

2.2 Agreement Period

- (a) With respect to the Units in the Rewa Solar Project, this Agreement shall remain in force from the Effective Date, for a period of 25 years from the Unit SCOD of the last Unit. RUMSL shall, within 7 (seven) Days of completing its conditions subsequent under the MPPMCL PPA for each Unit, issue a certificate to GoMP-NRE notifying it of (i) the date on which RUMSL has completed its conditions subsequent under the MPPMCL PPA of that Unit; and (ii) the Unit SCOD for such Unit.
- (b) With respect to the PGCIL Sub-station, this Agreement shall remain in force from the Effective Date for a period of 40 years from the date on which the PGCIL Sub-station is commissioned. Within 7 (seven) Days of the date on which the PGCIL Sub-station is commissioned, RUMSL shall issue a notice to GoMP-NRE notifying it of the date on which the PGCIL Sub-station was commissioned.

2.3 Early Termination

This Agreement, or a part thereof for that portion of the Rewa Solar Project Land which has been given for use to RUMSL and then subsequently to the Solar Project Developer or PGCIL, as the case may be, may be terminated before the expiry of the Agreement Period upon RUMSL issuing a notice of termination to GoMP-NRE in pursuant to Article 7.2 of this Agreement.

2.4 Procedure upon on expiry of this Agreement

- (a) In case of expiry of the Agreement Period or early termination of this Agreement, or a part thereof for that portion of the Rewa Solar Project Land which has been given for use for the Units to RUMSL and then subsequently to the Solar Project Developer, pursuant to Article 7.2 of this Agreement, RUMSL shall, at its own risk and cost, immediately dismantle, or cause the dismantling of the Unit(s) and remove the Permanent Structures, Permanent Ancillary Structures and Temporary Structures, including all plant, equipment, personnel, machinery and other structures on the Unit Land so that the Unit Land given for use is vacant within 90 (ninety) Days from the date of expiry of the Agreement Period or termination, including from the date of partial termination of this Agreement for that portion of the Rewa Solar Project Land which has been given for use for the Unit(s) to RUMSL and then subsequently to the Solar Project Developer in accordance with Article 7. After such 90 (ninety) Days' period, the GoMP-NRE shall have the full right on all the property left over on that part of the Rewa Solar Project Land without payment of any compensation to RUMSL and will be free to dispose it off in any manner it chooses.
- (b) In case of expiry of the Agreement Period or early termination of this Agreement, or a part thereof for that portion of the Rewa Solar Project Land which has been given for use

for the Internal Evacuation Infrastructure and the PGCIL Sub-Station, the procedure set out in Article 2.4 (c) shall be followed.
- (c) At least 60 (sixty) Days prior to expiry of the Agreement, RUMSL, or PGCIL in accordance with the terms of the PGCIL LUPA, may request GoMP-NRE for a renewal or fresh allotment of the land use permission for the Rewa Solar Project Land, or any part thereof, for such further period and on such terms as may be mutually agreeable to the Parties and in accordance with the policies of the Government of Madhya Pradesh. The Parties agree that any such extension shall be at the sole discretion of GoMP-NRE. The GoMP-NRE shall communicate, in writing, its decision on either RUMSL or PGCIL's request at least 30 (thirty) Days prior to the expiry of this Agreement. It is clarified that PGCIL may request for a renewal or fresh allotment of the land use permission for the PGCIL Land, in accordance with the terms of the PGCIL LUPA.
- (d) Subject to the Parties and PGCIL, agreeing to an extension, or fresh allotment, of the land use permission pursuant to Article 2.4 (c) above or pursuant to the terms of the PGCIL LUPA, as the case may be, upon the expiry or termination of this Agreement in accordance with the terms hereof, GoMP-NRE will have the right to transfer the Internal Evacuation Infrastructure and/or the PGCIL Sub-station

to the Madhya Pradesh Power Transmission Corporation Limited (or its successor and permitted assigns), upon the payment of compensation to RUMSL and/or PGCIL which shall be for an amount equal to the then value of the Internal Evacuation Infrastructure and/or PGCIL Sub-station, respectively. The GoMP-NRE shall communicate, in writing, its decision to either RUMSL or PGCIL at least 30 (thirty) Days prior to the expiry of this Agreement.

- (e) In the event that GoMP-NRE, upon the expiry or termination of this Agreement, decides against the renewal or fresh allotment of the land use permission pursuant to Article 2.4 (c) above and further decides against transferring the Internal Evacuation Infrastructure and/or the PGCIL Sub-station pursuant to Article 2.4 (d) above, RUMSL and/or PGCIL shall dismantle and remove the Internal Evacuation Infrastructure and the PGCIL Sub-station, respectively, from the Rewa Solar Project Land at its cost and risk and handover vacant and peaceful possession of the land to GoMP-NRE within 90 (ninety) Days of the date of expiry or termination as the case may be. In the event that RUMSL and/or PGCIL fails to remove the Internal Evacuation Infrastructure and/or PGCIL Sub-station, respectively, and handover possession of the land in the manner prescribed hereinabove, GoMP-NRE will have the right to remove and dispose of the PGCIL Substation and Internal Evacuation Infrastructure in the manner it deems fit, at the cost and risk of PGCIL and RUMSL, respectively, and shall take over possession of the Rewa Solar Project Land. Any monies that GoMP-NRE recovers from disposal of the PGCIL Sub-station and Internal Evacuation Infrastructure will be returned to PGCIL and RUMSL, respectively, after adjusting all expenses incurred by GoMP-NRE in removal of these assets and takeover of vacant possession of the Rewa Solar Project Land.

2.5 Land Use Charges

RUMSL shall pay all required charges for the permission to use the Rewa Solar Project Land, inclusive of all Taxes, from the Effective Date of this Agreement, in accordance with the policies of the Government of Madhya Pradesh (**Land Use Charges**). It is clarified for the avoidance of doubt that, even if one or more of the Unit LUPA(s) or the PGCIL LUPA is/are terminated, RUMSL will continue to be liable to pay the Land Use Charges to GoMP-NRE.

3. CONDITIONS TO BE SATISFIED BY RUMSL AND THE GOMP-NRE

3.1 As a condition precedent to the effectiveness of this Agreement:

The GoMP-NRE has, through its authorized DREO handed over possession of [] hectares of land located at villages [] to RUMSL for its use for the Rewa Solar Project on or before the Effective Date of this Agreement. RUMSL hereby acknowledges that it has received uninterrupted access to and possession of such land for its use for the Rewa Solar Project, the details of which are in Annexure A and Annexure B to this Agreement. It is clarified that the land shall remain in the ownership of GoMP-NRE, and that RUMSL, the Solar Project Developer(s) or PGCIL, are authorized only to use it for the purpose of developing, commissioning, operating and maintaining the Rewa Solar Project, including the Units and the PGCIL Sub-station for the Agreement Period.

3.2 Satisfaction of conditions subsequent by the RUMSL:

RUMSL shall ensure that the Solar Project Developer(s) shall commence construction of the respective Units within 12 (twelve) months of the signing of the Unit LUPA for such Unit and shall achieve Unit COD within the timelines set out in the Unit LUPA, or as may be extended by GoMP-NRE. The extension if granted shall be the part of this Agreement.

3.3 In the event that RUMSL fails to achieve the conditions specified in Article 3.2 above, it may issue a notice of termination to GoMP-NRE in accordance with Article 7 of this Agreement.

4. OBLIGATIONS AND RESPONSIBILITIES

4.1 Obligations of the RUMSL

- (a) RUMSL undertakes to pay the Land Use Charges as per Article 2.5, in accordance with the policies of the Government of Madhya Pradesh.

- (b) RUMSL shall work with and co-operate in good faith with the GoMP-NRE with respect to all of the obligations and rights hereunder.
- (c) RUMSL shall not use the land for any purpose other than those included in definitions of Permanent Structures, Permanent Ancillary Structures and Temporary Structures and the PGCIL Sub-station.
- (d) If at any stage during the tenure of this Agreement it is found that the Rewa Solar Project Land, or any part thereof, is being used for any purpose other than as expressly allowed under this Agreement, then the land use permission, for that portion of the Rewa Solar Project Land may be cancelled, subject to the termination of the MPPMCL PPA for that respective Unit if the land use permission is to be cancelled for the Unit Land given for any of the Unit(s).
- (e) RUMSL shall not allow use of more than 5% of the Unit Land(s) for the Permanent Ancillary Structures.
- (f) RUMSL shall require the Solar Project Developer(s) and PGCIL to operate the Unit and the PGCIL Sub-station respectively, as per the Prudent Utility Practices throughout the Agreement Period.
- (g) RUMSL shall, for the purpose of safety, require the Solar Project Developer(s) and PGCIL to fence the Unit Land and the PGCIL Land, respectively.
- (h) RUMSL shall be liable for environment protection measures within the Rewa Solar Project Land in accordance with Applicable Laws, and shall not do anything adversely affecting the environment.
- (i) In the event that RUMSL requires to dig any well or tube well, or otherwise take water from any water source, in the Rewa Solar Project Land, it shall only do so in accordance with Applicable Laws.
- (j) While using the Rewa Solar Project Land, if RUMSL causes any harm or injury to any person/ animal, it shall be liable to pay compensation or damages in the same manner as a tenant of land is generally liable to pay.
- (k) In the event that RUMSL requires to cut any trees on the Rewa Solar Project Land, it shall do so only in accordance with Applicable Laws.
- (l) Monitoring and supervision of the Rewa Solar Project:

RUMSL shall, at all times, grant access to the Rewa Solar Project Land to the authorised representatives of the GoMP-NRE and to the persons duly authorised by any Governmental Instrumentality having jurisdiction over the Rewa Solar Project.
- (m) Safety measures: RUMSL shall ensure proper safety measures during the implementation of the Unit, including any geological study, construction and testing on the Rewa Solar Project Land, and shall meet minimum safety standards prescribed under Applicable Laws for the safety of all personnel engaged in the design, construction, operation, maintenance and repair of the Unit. The GoMP-NRE shall have the right to institute an appropriate mechanism to ensure compliance by RUMSL in this regard.
- (n) Alternative facilities: in case any existing facilities including, but not limited to, roads, bridges, buildings and communication system(s), are affected because of the implementation of the Unit or the PGCIL Sub-station on the Rewa Solar Project Land, RUMSL shall be responsible and bear the cost of taking remedial measures. RUMSL, or any third party developer including PGCIL, shall not interfere with any of the existing facilities till an alternate facility is created as approved by the concerned Governmental Instrumentality.

- (o) Maintaining Ecological Balance: RUMSL shall be responsible for maintaining the ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of the Rewa Solar Project Land. RUMSL shall take all reasonable measures to prevent any unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the Rewa Solar Project Land.
- (p) Use of facilities: Subject to availability, security, safety, Applicable Law and operational factors being met, RUMSL shall permit the use, free of cost, by the GoMP and the general public, of all service roads constructed and maintained by it for the Unit after the Unit COD and for the PGCIL Sub-station after its commissioning.
- (q) Archaeological findings, treasures etc.: All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on or in the Rewa Solar Project Land shall be deemed to be the absolute property of GoMP. RUMSL shall take reasonable precautions to prevent its workmen or any other persons from damaging any such article or thing. RUMSL shall arrange to hand over the same to the GoMP-NRE free of cost, provided that, in case any precious or semi-precious material is located, the RUMSL shall inform the GoMP-NRE immediately and abide by the directives of the GoMP-NRE which shall be communicated within a period of 15 (fifteen) Days from the date of receipt of such intimation from RUMSL.
- (r) RUMSL, while providing employment for construction activities, shall endeavor to give preference to locals as per their availability and suitability and shall also give preference to locally manufactured materials/components for construction activities, subject to availability and suitability of the same.
- (s) RUMSL shall handover possession of any additional land that is procured, over and above the land mentioned in Article 3.1 above, to the Solar Project Developer for the development of the Unit(s) in accordance with the terms the Unit LUPA of the respective Unit. The Parties hereby agree that as and when any additional land is procured, the details of such additional land shall be included in this Agreement in the form of an annexure and such land shall form a part of the Rewa Solar Project Land.

4.2 Obligations and responsibilities of the GoMP-NRE

(a) Land Use Permission:

The GoMP-NRE hereby grants, and RUMSL hereby accepts the right to use the Rewa Solar Project Land (details of which are set out in **Annexure A and Annexure B** to this Agreement) and any additional land that may be procured (the details of which will be attached as an annexure to this Agreement), for the Rewa Solar Project, for the sole and exclusive purpose of developing the Rewa Solar Project. The GoMP-NRE shall make the Rewa Solar Project Land available through the DREO or its authorized representative in accordance with Article 3.1 of this Agreement.

(b) Land Use Permission for third party participation:

RUMSL, who has been given permission for land use under this Agreement, intends to set up the Units along with third party participation. Therefore, the land use permission for the Unit Land will be given to such third party on such terms and conditions that are specified by GoMP-NRE. GoMP-NRE, RUMSL and the third party shall be required to enter into a separate land use permission agreement for the use of the Unit Land on which the Unit is proposed to be developed by the third party. It is clarified for the avoidance of doubt that for the Rewa Solar Project, the GoMP-NRE, RUMSL and the Solar Project Developer(s) shall enter into a Unit LUPA, a draft of which was cleared by GoMP-NRE and issued along with the bidding documents for the Rewa Solar Project.

Further, the GoMP-NRE shall also grant PGCIL land use permission for the development of the PGCIL Sub-station on such terms and conditions that are specified by GoMP-NRE. GoMP-NRE, RUMSL and PGCIL shall enter into a separate land use permission agreement for the use of the PGCIL Land for the development of the PGCIL Sub-station.

(c) Right to step-in or substitution:

The GoMP-NRE shall permit the Lenders the right to step-in or substitute the Solar Project Developer in pursuance of the Financing Documents by executing a substitution agreement in accordance with the terms of the Unit LUPA.

(d) Assignment:

The Rewa Solar Project Land given for use under this Agreement for development of the Units and the PGCIL Sub-station shall not be assigned or transferred by the Solar Project Developer(s) or PGCIL to any other party for any purpose including for the purpose of financing the Units. To the extent required under the Financing Documents, GOMP-NRE shall permit the Solar Project Developer to assign its rights under the Unit LUPA to a Lender in accordance with the terms of the Unit LUPA, provided that nothing contained in this Article shall absolve the Solar Project Developer from its responsibility to perform or discharge any of its obligations under and in accordance with the provisions of the Unit LUPA.

(e) Upgradation of roads and bridges:

The GoMP-NRE shall permit RUMSL to construct roads, bridges, culverts, and other infrastructure as considered necessary for the Units or the PGCIL Sub-station on the Rewa Solar Project Land in consultation with the relevant Governmental Instrumentality at the cost and risk of the RUMSL, or the Solar Project Developer(s) and/or PGCIL, as the case may be.

5. REPRESENTATIONS AND WARRANTIES**5.1 Representations and Warranties of RUMSL**

RUMSL represents and warrants to the GoMP-NRE that as of the Effective Date:

- (a) it is duly organized and validly existing under the laws of India, and has all requisite power and has been duly authorized to execute and consummate this Agreement;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against RUMSL in accordance with its terms; and
- (d) the consummation of the transactions contemplated by this Agreement on the part of RUMSL will not violate any provision of, nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the RUMSL is a party or to which RUMSL is bound, which violation, default or power has not been waived.

5.2 Representations and Warranties of the GoMP

The GoMP-NRE represents and warrants to RUMSL that as of the Effective Date:

- (a) The GoMP-NRE has all requisite powers and has been duly authorized to execute and consummate this Agreement;
- (b) The execution and delivery of this Agreement by the GoMP-NRE does not violate the provision of any existing Applicable Law, or of agency or of any contract, undertaking or agreement, to which the GoMP-NRE is a party or which is binding on GoMP-NRE; and
- (c) The Rewa Solar Project Land has been procured by GoMP-NRE in accordance with Applicable Laws and policies of the GoMP.

6. FORCE MAJEURE

- 6.1 Subject to Article 6.5, Force Majeure shall mean any event or circumstances or combination of events or circumstances that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under the Agreement, but only if and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided even if the affected Party had taken reasonable care or complied with Prudent Utility Practices and are on account of:
- (a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Units), earthquake, volcanic eruption, landslide, flood, cloud burst, cyclone, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last 100 (hundred) years;
 - (b) Compulsory acquisition by any Governmental Instrumentality under the GoMP or the GoI of any material assets or rights of RUMSL;
 - (c) The unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Applicable Permits required by RUMSL to perform its obligations under this Agreement or any unlawful, unreasonable or discriminatory refusal to grant any Applicable Permits required for the operation of the Units on the Rewa Solar Project Land, provided that a competent court of law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down;
 - (d) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo;
 - (e) revolution, riot, insurrection, terrorist or military action.
- 6.2 In the event a Party is rendered unable to perform any obligations required to be performed by it under the Agreement by Force Majeure, the particular obligations shall, upon notification to the other Party, be suspended for the period of Force Majeure.
- 6.3 Upon the occurrence of an event of Force Majeure, the Party claiming that it has been rendered unable to perform any of its material obligations under the Agreement, shall notify the other Party in writing within 30 (thirty) Days of the commencement thereof giving the particulars and satisfactory evidence in support of its claim. Upon termination of such event of Force Majeure, the affected Party shall, within 7 (seven) Days of its termination, intimate the other Party of such termination.
- 6.4 Time for performance of the relative obligations suspended by Force Majeure shall then stand extended by the period of delay, which is directly attributable to Force Majeure. The Party giving, such notice shall be excused from timely performance of its obligations under the Agreement, for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed, provided the Party or Parties affected by the event, of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the obligations under the Agreement.
- 6.5 Force Majeure shall expressly not include the following, except to the extent resulting from a Force Majeure:
- (a) Unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts, or consumables for the Units;
 - (b) A delay in the performance by any contractor(s);
 - (c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
 - (d) Strikes or labour disturbance at the facilities of the affected Party;

- (e) Insufficiency of finances or funds or the Agreement becoming onerous to perform;
- (f) Non-performance caused by, or connected with, non-performing Party's:
 - (i) Negligent or intentional acts, errors or omissions,
 - (ii) Failure to comply with any Applicable Law, and
 - (iii) Breach of or default under the Agreement.

7. TERMINATION

- 7.1 The Parties agree and acknowledge that this Agreement shall not be terminated by any Party for convenience.
- 7.2 RUMSL may notify GoMP-NRE of its intention to terminate this Agreement, in whole or in part for that portion of the Rewa Solar Project Land as may be required, upon the occurrence of the following events:
- (a) Termination of any, or all, of the Unit LUPAs if the Solar Project Developer(s) fail(s) to commence construction of the Unit(s), in accordance with the respective Unit LUPA, within 12 (twelve) months of the signing of such Unit LUPA(s) or fails to achieve Unit COD, or Deemed COD, as the case may be, within the timelines set out in the respective Unit LUPA(s);
 - (b) In the event that the MPPMCL PPA for any Unit is terminated due to the relevant Solar Project Developer's default and if neither MPPMCL nor RUMSL has decided to exercise their right to transfer all assets of the Solar Project Developer in that Unit in accordance with the terms of the MPPMCL PPA for such Unit;
 - (c) In the event that PGCIL fails to construct and commission the PGCIL Sub-station within 18 months from the date of signing of the PGCIL LUPA; or
 - (d) In the event that the Unit LUPA(s) or PGCIL LUPA is terminated due to a force majeure event pursuant to Article 6.6 of the Unit LUPA(s) and PGCIL LUPA, respectively.
- 7.3 Upon receiving a notice of termination from RUMSL under Article 7.2 and subject to the payment of any outstanding Land Use Charges by RUMSL, GoMP-NRE and RUMSL may mutually terminate this Agreement or the relevant part thereof in respect of all or any part of the Rewa Solar Project Land, as the case may be. In the event of the termination of a part of this Agreement pursuant to this Article 7.3, the Parties hereby agree, without requirement of any further act or notice, to continue to perform their roles and functions and continue to undertake all obligations as contained in this Agreement, for that part of the Rewa Solar Project Land for which this Agreement that has not been terminated.
- 7.4 In the event that the MPPMCL PPA for any Unit is terminated due an MPPMCL default and the respective Solar Project Developer chooses to accept the termination compensation from MPPMCL and transfer the Unit to MPPMCL or its nominee, in accordance with the terms of the MPPMCL PPA, the Parties hereby agree to do all acts required to novate the Unit LUPA for that respective Unit in favour of MPPMCL or its nominee.
- 7.5 In the event that the MPPMCL PPA for any Unit is terminated due to a Solar Project Developer's default and either MPPMCL or RUMSL choose to seek a transfer the Unit in accordance with the terms of the MPPMCL PPA, the Parties hereby agree to do all acts required to novate the Unit LUPA for that respective Unit in favour of either MPPMCL or RUMSL, or any of their nominees.
- 7.6 It is clarified for the avoidance of doubt that if the MPPMCL PPA is terminated for an MPPMCL default and the Solar Project Developer(s) decide(s) against transferring the Unit(s) to MPPMCL in accordance with the terms of the relevant MPPMCL PPA, GoMP-NRE and RUMSL shall not have any right to terminate this Agreement.

8. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

8.1 The Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

8.2* Amicable Settlement

- (a) Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (**Dispute**) by giving a written notice (**Dispute Notice**) to the other Party, which shall contain:
 - (i) a description of the Dispute;
 - (ii) the grounds for such Dispute; and
 - (iii) all written material in support of its claim.
- (b) The other Party shall, within 30 (thirty) Days of issue of Dispute Notice issued under Article 8.2 (a) furnish:
 - (i) counter-claim and defences, if any, regarding the Dispute; and
 - (ii) all written material in support of its defences and counter-claim.
- (c) Within 30 (thirty) Days of issue of Dispute Notice by any Party pursuant to Article 8.2
 - (a) if the other Party does not furnish any counter claim or defence under Article 8.2
 - (b) or 30 (thirty) Days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably (**Dispute Meeting**). If the Parties fail to resolve the Dispute amicably within thirty (30) Days from the later of the dates mentioned in this Article, the Dispute shall be referred for dispute resolution in accordance with Article 8.3 of this Agreement.

8.3 Dispute Resolution through Arbitration

(a) Arbitration Procedure

If a Dispute is not resolved within 60 (sixty) Days after the service of a Dispute Notice, whether or not a Dispute Meeting has been held, any Party to the Dispute shall be entitled to refer the Dispute to arbitration (**Notice of Arbitration**) to be finally resolved in accordance with the Madhya Pradesh Madhyastham Adhikaran Act, 1983.

Notwithstanding the existence of any Dispute, the Parties shall continue to perform their respective duties and obligations under this Agreement.

9. INDEMNITY

- 9.1 RUMSL shall be responsible for, and release and indemnify the GoMP-NRE on demand from and against any and all proceedings, actions, and claims for Losses of whatever kind and nature for:
- (a) sickness, injury, death or personal injury;
 - (b) loss of or damage to property;
 - (c) infringement of intellectual property rights in any equipment or materials forming part of the Unit;
 - (d) breach of any representations or warranties set out under Article 5 of this Agreement;

- (e) gross negligence or Wilful Default;
- (f) breach of statutory duty; and
- (g) actions, claims, demands, costs, charges and expenses (including legal expenses), which may arise out of, or in consequence of, implementation of the Units and any other performance or non-performance by RUMSL of its obligations under this Agreement.

10. MISCELLANEOUS

10.1 Language

The language of this Agreement is English. In accordance with the policies of GoMP, this Agreement shall also be executed in the Hindi language. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to the Agreement shall be in writing and shall be in English or Hindi. In the event of any conflict between the provisions of the English and Hindi versions of this Agreement, the provisions of the English version of this Agreement shall prevail.

10.2 Relationship of the Parties

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.3 Notices

- (a) Any consent, approval, authorization, certificate, report, information, notice, request from or by any Party, or any other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be effective and valid only when made in writing under the hand of a duly authorised representative of such Party.
- (b) Any contractual notice, instruction, decision, order, report, certificate or other communication that is to be exchanged between the Parties shall be served by sending it by electronic mail or facsimile transmission, with a confirmation copy by courier or registered post to the following addresses:

The communications shall be sent to:

GOMP-NRE: Attention:

Address

Tel:

Fax:

Email:

RUMSL:

Attention:

Address

Tel:

Fax:

Email:

- (c) Any notice sent by electronic mail or facsimile shall be deemed to have been received on the date of transmission and any notice served by courier or registered post shall be deemed to be received when actually delivered to the address mentioned above.
- (d) Any change in the address for communication shall be duly notified by the relevant Party to the other Parties in accordance with the provisions of this Article 10.3.

10.4 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, illegal or unenforceable provision, as nearly as is practicable to such invalid, illegal or unenforceable provision.

10.5 Waiver

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligation under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party, with the prior written consent of the Solar Project Developer(s); and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

10.6 Survival

The expiry of the Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under the Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implications, which are to survive after the expiry of this Agreement, which expressly or by their nature survive the Agreement Period or and which shall continue and survive any expiry of this Agreement.

10.7 Entire Agreement

The Parties hereto acknowledge, confirm and undertake that this Agreement constitutes the entire understanding between the Parties regarding the right to use the Rewa Solar Project Land and supersedes all previous written or oral representations and/or arrangements regarding the right to use the Rewa Solar Project Land.

10.8 Counterparts

This Agreement may be executed in 2 (two) counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

For and on behalf of

RUMSL
Name Designation and Address
.....
.....
.....

Signature with Seal
Witness
1.
2.

For and on behalf of

Commissioner, New & Renewable Energy
Name Designation and Address
.....
.....
.....

Signature with Seal
Witness
1.
2.

ANNEXURE A
DETAILS OF UNIT LAND
[●]
ANNEXURE B
DETAILS OF PGCIL LAND
[●]

LAND USE PERMISSION AGREEMENT
FOR
DEVELOPMENT OF THE REWA ULTRA MEGA SOLAR POWER PROJECT
TO BE SET UP AT REWA DISTRICT IN THE STATE OF MADHYA PRADESH
BETWEEN
Commissioner
New and Renewable Energy Bhopal
AND
M/s Rewa Ultra Mega Solar Limited AND
M/s
[Insert name of the Solar Project Developer]

This **Land Use Permission Agreement (Agreement)** is entered into on this [●] day of the month of [●] 2016 at Bhopal, Madhya Pradesh.

BETWEEN

The Commissioner, New and Renewable Energy, Bhopal having its office at Urja Bhawan, Shivaji Nagar, Bhopal (hereinafter referred to as “**GoMP-NRE**”, which expression shall, unless repugnant to the context thereof, include its permitted successors, assigns and legal representatives) of the **FIRST PART**;

AND

M/s. Rewa Ultra Mega Solar Limited, a company registered under the provisions of the Companies Act, 2013, having its registered office at Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016, Madhya Pradesh, India (hereinafter referred to as “**RUMSL**”, which expression shall, unless repugnant to the context thereof, include its permitted successors, administrators and permitted assigns), through Mr. [●], (*Designation*), who is duly authorized by RUMSL vide a board resolution issued by its board of directors on [●] (*date*), to execute this Agreement of the **SECOND PART**;

AND

M/s..... (*Name of the Solar Project Developer*), a company registered under the provisions of the [●], having its registered office at [●] (hereinafter referred to as the “**Solar Project Developer**”, which expression shall, unless repugnant to the context thereof, include its permitted successors, administrators and permitted assigns), through Mr. [●], (*Designation*), who is duly authorized by the Solar Project Developer vide a board resolution issued by its board of directors on [●] (*date*), to execute this Agreement of the **THIRD PART**;

GoMP-NRE, RUMSL and the Solar Project Developer are hereinafter individually referred to as **Party** and collectively as the **Parties**

WHEREAS:

- A. With a view to provide a further boost to renewable energy development in the state of Madhya Pradesh, the Government of Madhya Pradesh (**GoMP**) and the Government of India (**GoI**) have decided to set up a 750 MW solar project in the Rewa District of the state of Madhya Pradesh (**Rewa Solar Project**).
- B. In this regard, RUMSL has been incorporated as a joint venture company between Madhya Pradesh Urja Vikas Nigam Limited and Solar Energy Corporation of India, with both the entities holding equal shareholding in RUMSL. RUMSL has been designated as the solar power park developer for the Rewa Solar Project.

- C. RUMSL, in its capacity as the bidding authority for the Rewa Solar Project, invited proposals from all interested entities by launching a single stage two-envelope bidding process followed by a reverse auction process pursuant to a request for proposals issued on 16 March 2016 (**RFP**).
- D. RUMSL and the SPD have executed, or shall execute, an implementation support agreement under which RUMSL is undertaking to provide the Internal Evacuation Infrastructure and handover possession of the Unit Land, free from all encumbrances, to the SPD and its personnel for the Agreement Period, to own, construct, commission, operate, maintain and repair the Unit on the Unit Land (**ISA**).
- E. GoMP-NRE is the nodal department of the GoMP, vested with the responsibility to deal with all the matters connected with implementation of solar power based projects developed under the MP Solar Policy (*as defined below*). As per the MP Solar Policy, in case of land owned by the Revenue Department, GoMP or any other GoMP department, such land may be transferred to GoMP-NRE and GoMP-NRE is further entitled to subsequently give permission for use of land to a developer of a solar power project.
- F. The Rewa Solar Project will be split into three units (individually referred to as **Unit** and collectively referred to as **Units**) of ground mounted grid-connected solar photovoltaic power plants of 250 MW capacity each, to be developed on pre-identified land parcels inside the Rewa Solar Project. The Units will be connected to the inter-state transmission system through a 400/220kV substation to be constructed, operated and maintained by Power Grid Corporation of India Limited (**PGCIL sub-station**).
- G. For the purposes of setting up the Rewa Solar Project and the PGCIL-Sub-station, GoMP-NRE has the right to grant permission for use of land, including the land required for the development of the Units, and has entered into a land use permission agreement with RUMSL on [●] for the grant and use of land for the Rewa Solar Project (**First LUPA**). According to the provisions of the First LUPA, RUMSL is to appoint a third party developer to develop the Units on the land for the Rewa Solar Project.
- H. The GoMP-NRE has, through the District Renewable Energy Officer (**DREO**), handed over possession of the land to RUMSL as per letter no. [●] dated [●].
- I. Following the process of selection of bidders, as set out in the RFP, RUMSL accepted the bid of [●], ([●], and [●])¹ (**Solar Project Developer(s)**)² to develop the Units. Subsequently letters of award (**LoA**) were issued on [●] 2016 to the Solar Project Developer (s).
- J. In accordance with the terms of the First LUPA, the Parties now wish to enter into this Agreement to grant the Solar Project Developer the right to undertake the use of land, the details of which are set out in **Annexure A** to this Agreement, required for the development of the Unit(s) and the development of the Internal Evacuation Infrastructure by RUMSL (**Unit Land**), in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, both the Parties agree to the terms and conditions set forth as follows:

1. DEFINITIONS & INTERPRETATION :

1.1 Definitions :

In this Agreement, following words and expression shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

Agreement means this Land Use Permission Agreement together with Annexures hereto.

¹ To be modified subsequently based on the number of final Selected Bidders.

² To be modified if the Selected Bidder elects to incorporate an SPV

Agreement Period shall have the meaning as ascribed to it in Article 2.2 of this agreement;

Applicable Laws means all laws in force and effect as on the Effective Date and which may be promulgated or brought in force and effect in India, including in the state of Madhya Pradesh after the Effective Date and all applicable statutes, enactments, laws, ordinances, bye-laws, rules, regulations, guidelines, notifications, notices, and/or judgments, decrees, injunctions, writs or orders of any Governmental Instrumentality, court, statutory or regulatory authority, tribunal, board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively.

Applicable Permits means any permissions, clearances, concessions, authorisations, consents, licenses, permits, rulings, exemptions, no-objections, resolutions, filings, orders, notarisations, lodgements or registrations or approvals of whatsoever nature that are required to be obtained by the Solar Project Developer, from time to time in connection with the Unit and for undertaking, performing or discharging its obligations under this Agreement in accordance with Applicable Laws.

Day means a 24 hour period beginning at 00:00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time.

Deemed COD shall have the meaning ascribed to in the MPPMCL PPA.

DREO has the meaning ascribed to it in Recital H.

Effective Date shall mean the date of signing of this Agreement.

Extended Long-Stop Date means the date to be notified by RUMSL to GoMP-NRE under Article 2.2 of this Agreement as the extended long-stop date under the MPPMCL PPA.

Financial Assistance means all funded and non-funded financial assistance, including loans, advances and guarantees or any re-financing that the Solar Project Developer may avail of for the Unit from the Lenders.

Financing Documents means collectively, the documents executed or to be executed with Lenders, in respect of the Financial Assistance and includes any document providing security for the Financial Assistance.

First LUPA has the meaning ascribed to it in Recital G.

Force Majeure shall have the meaning ascribed to it in Article 6.

GoI means the Government of India.

GoMP means the government of Madhya Pradesh.

GoMP-NRE means the New and Renewable Energy Department, GoMP.

Governmental Instrumentality means the:

- GoMP and/ or GoI; and/or
- any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of the GoMP; and/or
- any ministry, department, board, authority, agency, commission under the direct or indirect control of GoI; or
- any political sub-division including any court or commission or tribunal or judicial or quasi- judicial body in the state Madhya Pradesh or/and includes the MPERC;
- Supreme Court of India or commission or tribunal or judicial or quasi- judicial body of the GoI, having jurisdiction over the Solar Project Developer, the Unit Land or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement.

INR means Indian Rupees, the lawful currency in India.

Internal Evacuation Infrastructure means collectively, the following infrastructure to be constructed and commissioned by RUMSL for the Rewa Solar Project:

- (i) 1 (one) 33/220 kV outdoor substation, associated with and dedicated for the Unit. The 33/220kV substation shall comprise of 3x100 MVA (oil forced air forced) transformer, 18 (eighteen) 33kV circuit terminals to enable connections to the Unit; and
- (ii) 1 (one) double circuit (DC) 220 kV transmission line connecting the 33/220kV substation to the PGCIL Sub-station.

ISA shall have the meaning ascribed to it in Recital D.

Lenders means banks, financial institutions, funds and agents or trustees of debenture holders, including their successors and assigns, who have agreed to guarantee or provide the Financial Assistance to the Solar Project Developer under the Financing Documents for implementing the Unit.

LoA shall have the meaning ascribed to it in Recital I.

Long-Stop Date means the date which is notified by RUMSL to GoMP-NRE under Article 2.2 of this Agreement as the long-stop date under the MPPMCL PPA.

Loss means all damages, losses, liabilities, costs, expenses, including legal and other professional charges and expenses and charges arising under statute, contract or otherwise in connection with judgements, proceedings, claims, internal costs or demands.

Material Adverse Effect means the effect of any act or event which causes a material and adverse impairment in the ability of any of the Parties to exercise their rights or perform any of its obligations or consummate transactions under and in accordance with the provisions of this Agreement.

MP Solar Policy means the Policy for Implementation of Solar Power Based Projects in Madhya

Pradesh, 2012, including any amendments thereto.

MPPMCL means Madhya Pradesh Power Management Company Limited.

MPPMCL PPA means the power purchase agreement entered into between the Solar Project Developer, MPPMCL and RUMSL on [●].

Permanent Structures shall mean the permanent works forming part of the Unit that are required to be constructed, installed and maintained as such for the implementation of the Unit.

Permanent Ancillary Structures shall mean the permanent ancillary works required for the Unit related activities like construction of Unit office, staff houses, rest house, guest house, canteen etc.

PGCIL Sub-station has the meaning ascribed to it in Recital F.

Prudent Utility Practices means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which are reasonably and ordinarily expected to be used by a skilled and experienced owner, contractor or operator engaged in installation, management, ownership, operation and maintenance of facilities, equipment or systems of the type and size similar to the Unit.

Rewa Solar Project has the meaning ascribed to it in Recital A.

RUMSL means Rewa Ultra Mega Solar Limited.

Selectee means the entity appointed by the Lenders in accordance with the terms of the MPPMCL PPA.

Solar Project Developer has the meaning ascribed to it in Recital I.

Taxes means any Indian taxes including levies, imposts, cesses, duties and other forms of taxation, including income tax, sales tax, value added tax, octroy, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty (whether central, state or local) on the goods, materials, equipment and services incorporated in and forming part of the Unit charged, levied or imposed by any Governmental Instrumentality, but excludes any interest, penalties and other sums in relation thereto imposed on any account whatsoever.

Temporary Structures shall mean all temporary works of any kind other than permanent structures required to be erected in connection with the implementation of the Unit and that are incidental or ancillary to the design, engineering and construction of the Unit and are erected/installed and maintained till the Unit COD and removed thereafter.

Unit(s) shall have the meaning ascribed to it in Recital F.

Unit COD shall mean the date on which the commissioning certificate has been issued for the full 250 MW capacity of the Unit.

Unit Land shall have the meaning ascribed to it in Recital J.

Unit SCOD means the scheduled commercial operations date of the Unit, as notified by RUMSL to GoMP-NRE under Article 2.2 of this Agreement.

Wilful Default means a deliberate or conscious breach of this Agreement by any of the Parties which has a Material Adverse Effect on the other Party.

1.2 Interpretation :

In this Agreement, unless the context otherwise requires:

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
- (b) The references to persons and words denoting natural persons shall include bodies corporate and partnerships, joint ventures and statutory and other authorities and entities.
- (c) The nomenclature of the Agreement, headings and paragraph numbers are for the convenience of reference and shall be ignored in construing or interpreting the Agreement.
- (d) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this Article shall not operate so as to increase the liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.
- (e) Any reference to any period commencing "from" a specified Day or date and "till" or "until" a specified Day or date shall include both such Days and dates.

2. EFFECTIVENESS, TERM AND CHARGES

2.1 Effectiveness

The Agreement shall come into effect from the Effective Date of this Agreement.

2.2 Agreement Period :

This Agreement shall remain in force from the Effective Date, for a period of 25 years from the Unit SCOD. RUMSL shall, within 7 (seven) Days of completing its conditions subsequent under the MPPMCL PPA, issue a certificate to GoMP-NRE, with a copy to the Solar Project Developer, notifying it of:

- (a) the date on which RUMSL has completed its conditions subsequent;
- (b) the Unit SCOD;
- (c) the Long-Stop Date; and
- (d) the Extended Long-Stop Date.

2.3 Early Termination

This Agreement shall terminate before the Agreement Period if terminated pursuant to Article 6.6 or Article 7 of this Agreement.

2.4 Procedure upon termination or expiry of this Agreement

- (a) In case of termination or expiry of the Agreement Period, the Solar Project Developer shall, at its own risk and cost, immediately dismantle, or cause the dismantling of, the Unit and remove the Permanent Structures, Permanent Ancillary Structures and Temporary Structures, including all plant, equipment, personnel, machinery and other structures so that the Unit Land given for use is vacant within 90 (ninety) Days from the date of termination of this Agreement or expiry of the Agreement Period. After such 90 (ninety) Days' period, the GoMP-NRE shall have the full right on all the property left over on the Unit Land without payment of any compensation to the Solar Project Developer and will be free to dispose it off in any manner it chooses. It is clarified for the avoidance of doubt that this Article shall survive the termination of this Agreement.
- (b) In case of expiry of the Agreement Period or early termination of this Agreement, the procedure set out in Article 2.4 (c) below shall be followed for that portion of the Unit Land which has been given for use for the Internal Evacuation Infrastructure.
- (c) At least 60 (sixty) Days prior to expiry of the Agreement, RUMSL may request GoMP- NRE for a renewal or fresh allotment of the land use permission for the Unit Land, or any part thereof, for such further period and on such terms as may be mutually agreeable to GoMP-NRE and RUMSL and in accordance with the policies of the Government of Madhya Pradesh. RUMSL hereby agrees that any such extension shall be at the sole discretion of GoMP-NRE. The GoMP-NRE shall communicate, in writing, its decision on RUMSL's request at least 30 (thirty) Days prior to the expiry of this Agreement.
- (d) Subject to RUMSL and GoMP-NRE agreeing an extension, or fresh allotment, of the land use permission pursuant to Article 2.4 (c) above, upon the expiry or termination of this Agreement in accordance with the terms hereof, GoMP-NRE will have the right to transfer the Internal Evacuation Infrastructure to the Madhya Pradesh Power Transmission Corporation Limited (or its successor and permitted assigns), upon the payment of compensation to RUMSL which shall be for an amount equal to the then value of the Internal Evacuation Infrastructure. The GoMP-NRE shall communicate, in writing, its decision to RUMSL at least 30 (thirty) Days prior to the expiry of this Agreement.

- (e) In the event that GoMP-NRE, upon the expiry or termination of this Agreement, decides against the renewal or fresh allotment of the land use permission pursuant to Article 2.4 (c) above and further decides against transferring the Internal Evacuation Infrastructure pursuant to Article 2.4 (d) above, RUMSL shall dismantle and remove the Internal Evacuation Infrastructure at its cost and risk and handover vacant and peaceful possession of that portion of the Unit Land used for Internal Evacuation Infrastructure to GoMP-NRE within 90 (ninety) Days of the date of expiry or termination as the case may be. In the event that RUMSL fails to remove the Internal Evacuation Infrastructure and handover possession of the land in the manner prescribed hereinabove, GoMP-NRE will have the right to remove and dispose of the Internal Evacuation Infrastructure in the manner it deems fit, at the cost and risk of RUMSL, and shall take over possession of that portion of the Unit Land used for the Internal Evacuation Infrastructure. Any monies that GoMP-NRE recovers from disposal of the Internal Evacuation Infrastructure will be returned to RUMSL after adjusting all expenses incurred by GoMP-NRE in removal or disposal of these assets and takeover of vacant possession of the Unit Land.

2.5 Consideration for Land Use Permission :

The consideration for the land use permission shall be paid by RUMSL to NRED in accordance with the terms of the First LUPA.

3. CONDITIONS SUBSEQUENT :

3.1 Satisfaction of conditions subsequent by RUMSL :

Within 7 (seven) Days from the Effective Date, RUMSL shall handover [] hectares of land located at villages [] to the Solar Project Developer for its use for the Unit. It is clarified that the land shall remain in the ownership of GoMP-NRE and the Solar Project Developer is authorized only to use it for the purpose of developing, commissioning, operating and maintaining the Unit for the Agreement Period.

3.2 Satisfaction of conditions subsequent by the Solar Project Developer :

The Solar Project Developer shall ensure that it constructs and commissions the Unit in accordance with the timelines specified in the MPPMCL PPA. Within 7 (seven) Days of the Solar Project Developer achieving Unit COD, or Deemed COD, as the case may be, RUMSL shall issue a notice to GoMP-NRE informing them that the Solar Project Developer has achieved Unit COD or Deemed COD, as the case may be.

3.3 Consequences of non-fulfillment of Conditions Subsequent :

If the Solar Project Developer fails to achieve the Unit COD, or Deemed COD, as the case may be, by the Extended Long-Stop Date, for a reason not attributable to RUMSL, GoMP-NRE or a Force Majeure Event, RUMSL shall have a right to terminate this Agreement.

4. OBLIGATIONS AND RESPONSIBILITIES :

4.1 Obligations of the Solar Project Developer :

- (a) The Solar Project Developer undertakes to be responsible at its own cost and risk, for the execution of the Unit.
- (b) The Solar Project Developer shall work with and co-operate in good faith with the GoMP-NRE with respect to all of the obligations and rights hereunder.
- (c) The Solar Project Developer shall construct, operate and maintain the Unit, and pay all Taxes as may be applicable under this Agreement and Applicable Law, including the policies of the Government of Madhya Pradesh, for owning, operating and maintaining the Unit.

- (d) The Solar Project Developer shall not use the Unit Land for any purpose other than for the development of the Unit and those included in the definitions of Permanent Structures, Permanent Ancillary Structures and Temporary Structures.
- (e) If at any stage during the tenure of this Agreement it is found that the Unit Land is being used for any purpose other than as expressly allowed under this Agreement, then the land use permission may be cancelled under the provisions of this Agreement, subject to the termination of the MPPMCL PPA.
- (f) The Solar Project Developer shall not use more than 5% of the Unit Land for the Permanent Ancillary Structures.
- (g) The Solar Project Developer shall construct and operate the Unit in accordance with Prudent Utility Practices throughout the Agreement Period.
- (h) The Solar Project Developer shall, for the purpose of safety, fence the Unit Land.
- (i) The Solar Project Developer shall be liable for environment protection measures within the Unit Land in accordance with Applicable Laws and Applicable Permits, and shall not do anything adversely affecting the environment.
- (j) In the event the Solar Project Developer requires to dig any well or tube well, or otherwise take water from any water source in the Unit Land, it shall do so only in accordance with Applicable Laws.
- (k) While using the Unit Land, if the Solar Project Developer causes any harm or injury to any person/ animal, he shall be liable to pay compensation or damages in the same manner as a tenant of land is generally liable to pay.
- (l) In the event that the Solar Project Developer requires to cut any trees on the Unit Land, it shall do so only in accordance with Applicable Laws.
- (m) Monitoring and supervision of the Unit:

The Solar Project Developer shall, at all times, grant access to the Unit Land to the authorised representatives of the GoMP-NRE and to the persons duly authorised by any Governmental Instrumentality having jurisdiction over the Unit.

- (n) Safety measures:

The Solar Project Developer shall ensure proper safety measures during the implementation of the Unit, including any geological study, construction and testing on the Unit Land, and shall meet minimum safety standards prescribed under Applicable Laws for the safety of all personnel engaged in the design, construction, operation, maintenance and repair of the Unit. The GoMP-NRE shall have the right to institute an appropriate mechanism to ensure compliance by the Solar Project Developer in this regard.

- (o) Alternative facilities:

In case any existing facilities including, but not limited to, roads, bridges, buildings and communication system(s), are affected because of the implementation of the Unit on the Unit Land, the Solar Project Developer shall be responsible and bear the cost of taking remedial measures. The Solar Project Developer shall not interfere with any of the existing facilities till an alternate facility is created as approved by the concerned Governmental Instrumentality.

(p) **Maintaining Ecological Balance:**

The Solar Project Developer shall be responsible for maintaining the ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of the Unit Land. The Solar Project Developer shall take all reasonable measures to prevent any, unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the Unit Land.

(q) **Use of facilities:**

Subject to availability, security, safety, Applicable Law and operational factors being met, the Solar Project Developer shall permit the use, free of cost, by the GoMP and the general public, of all service roads constructed and maintained by it for the Unit after the Unit COD.

(r) **Archaeological findings, treasures etc.:**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on or in the Unit Land shall be deemed to be the absolute property of the GoMP. The Solar Project Developer shall take reasonable precautions to prevent its workmen or any other persons from damaging any such article or thing. The Solar Project Developer shall arrange to hand over the same to the GoMP- NRE free of cost, provided that, in case any precious or semi-precious material is located, the Solar Project Developer shall inform the GoMP-NRE immediately and abide by the directives of the GoMP which shall be communicated within a period of 15 (fifteen) Days from the date of receipt of such intimation from the Solar Project Developer.

(s) **The Solar Project Developer, while providing employment for construction as well as operation and maintenance activities, shall endeavor to give preference to locals as per their availability and suitability.****4.2 Obligations and responsibilities of the GoMP-NRE :**(a) **Land Use Permission:**

The GoMP-NRE hereby grants, and the Solar Project Developer hereby accepts the right to use the Unit Land (details of which are set out in **Annexure A** to this Agreement) and any additional land that may be procured (the details of which will be attached as an annexure to this Agreement), for the sole and exclusive purpose of developing the Unit. RUMSL shall make the Unit Land available to the Solar Project Developer in accordance with Article 3.1 of this Agreement.

(b) **Right to step-in or substitution:**

The GoMP-NRE shall permit the Lenders, who in the case of a consortium of Lenders will be represented by the lead Lender, the right to step-in or substitute the Solar Project Developer under this Agreement, if required under the Financing Documents by executing a substitution agreement substantially in the form executed in accordance with the provisions of the MPPMCL PPA. RUMSL shall provide GoMP-NRE with the substitution agreement executed under the MPPMCL PPA. GoMP-NRE shall, upon the Selectee being appointed by the Lenders under the MPPMCL PPA, substitute the SPD with the Selectee under this Agreement for the remaining Term on the same terms and conditions as this Agreement.

(c) **Assignment:**

The Unit Land given for use under this Agreement for development of the Unit shall not be

assigned or transferred by the Solar Project Developer to any other party for any purpose including for the purpose of financing the Unit. To the extent required under the Financing Documents, GOMP-NRE permits the Solar Project Developer to assign its rights under this Agreement to a Lender, provided that nothing contained in this Article shall absolve the Solar Project Developer from its responsibility to perform or discharge any of its obligations under and in accordance with the provisions of this Agreement.

(d) Upgradation of roads and bridges:

The GoMP-NRE shall permit the Solar Project Developer to construct roads, bridges, culverts, and other infrastructure as considered necessary for the Unit on the Unit Land in consultation with the relevant Governmental Instrumentality at the cost and risk of the Solar Project Developer.

4.3 **Obligations and Responsibilities of RUMSL:**

- (a) RUMSL undertakes to pay all required Land Use Charges, inclusive of all Taxes, from the Effective Date of this Agreement, in accordance with the policies of the Government of Madhya Pradesh.
- (b) RUMSL shall ensure that the Unit Land is free from all encumbrances and unhindered possession is handed over to the Solar Project Developer in accordance with the terms of this Agreement.
- (c) In the event that RUMSL procures any additional land for the development of the Unit, over and above the land mentioned in Article 3.1 (a) and detailed in Annexure A, it shall handover possession of such additional land to the Solar Project Developer within 15 (fifteen) days of procuring such additional land. The Parties hereby agree that as and when RUMSL procures any additional land, the details of such additional land shall be included in this Agreement in the form of an annexure and such land shall form a part of the Unit Land. It is clarified for the avoidance of doubt that any such additional land that is handed over to the Solar Project Developer, shall, from the date of such handover, form part of the Unit Land and all covenants, rights and obligations of the Parties contained in this Agreement with respect to the Unit Land shall apply to any such additional land handed over to the Solar Project Developer and that no further consent or agreement is required by the Parties prior to the handover of such additional land.

5. **REPRESENTATIONS AND WARRANTIES :**

5.1 **Representations and Warranties of the Solar Project Developer**

The Solar Project Developer represents and warrants to the GoMP-NRE and RUMSL that as of the Effective Date:

- (a) it is duly organized and validly existing under the laws of India, and has all requisite power and has been duly authorized to execute and consummate this Agreement;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against the Solar Project Developer in accordance with its terms; and
- (d) The consummation of the transactions contemplated by this Agreement on the part of the Solar Project Developer will not violate any provision of, nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit,

evidence of indebtedness, restriction, or other contract to which the Solar Project Developer is a party or to which the Solar Project Developer is bound, which violation, default or power has not been waived.

5.2 Representations and Warranties of the GoMP-NRE :

The GoMP-NRE represents and warrants to the Solar Project Developer and RUMSL that as of the Effective Date:

- (a) the GoMP-NRE has all requisite powers and has been duly authorized to execute and consummate this Agreement;
- (b) the execution and delivery of this Agreement by the GoMP-NRE does not violate the provision of any existing Applicable Law, or of agency or of any contract, undertaking or agreement, to which the GoMP-NRE is a party or which is binding on GoMP-NRE; and
- (c) the Unit Land has been procured by GoMP-NRE in accordance with Applicable Laws and policies of the GoMP.

5.3 Representations and Warranties of RUMSL:

RUMSL represents and warrants to the GoMP-NRE and the Solar Project Developer that as of the Effective Date:

- (a) it is duly organized and validly existing under the laws of India, and has all requisite power and has been duly authorized to execute and consummate this Agreement;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and
perform its obligations under this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against RUMSL in accordance with its terms; and
- (d) the consummation of the transactions contemplated by this Agreement on the part of RUMSL will not violate any provision of, nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the RUMSL is a party or to which RUMSL is bound, which violation, default or power has not been waived.

6. FORCE MAJEURE :

- 6.1 Subject to Article 6.5, Force Majeure shall mean any event or circumstances or combination of events or circumstances that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under the Agreement, but only if and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided even if the affected Party had taken reasonable care or complied with Prudent Utility Practices and are on account of:

- (a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Unit), earthquake, volcanic eruption, landslide, flood, cloud burst, cyclone, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last 100 (hundred) years;

- (b) Compulsory acquisition by any Governmental Instrumentality under the GoMP or the GoI of any material assets or rights of RUMSL;
 - (c) The unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Applicable Permits required by the Solar Project Developer to perform its obligations under this Agreement or any unlawful, unreasonable or discriminatory refusal to grant any Applicable Permits required for the operation of the Unit on the Unit Land, provided that a competent court of law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down;
 - (d) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo;
 - (e) revolution, riot, insurrection, terrorist or military action.
- 6.2 In the event a Party is rendered unable to perform any obligations required to be performed by it under the Agreement by Force Majeure, the particular obligations shall, upon notification to the other Party, be suspended for the period of Force Majeure.
- 6.3 Upon the occurrence of an event of Force Majeure, the Party claiming that it has been rendered unable to perform any of its material obligations under the Agreement, shall notify the other Party in writing within 30 (thirty) Days of the commencement thereof giving the particulars and satisfactory evidence in support of its claim. Upon termination of such event of Force Majeure, the affected Party shall, within 7 (seven) Days of its termination, intimate the other Party of such termination.
- 6.4 Time for performance of the relative obligations suspended by Force Majeure shall then stand extended by the period of delay, which is directly attributable to Force Majeure. The Party giving, such notice shall be excused from timely performance of its obligations under the Agreement, for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed, provided the Party or Parties affected by the event, of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the obligations under the Agreement.
- 6.5 Force Majeure shall expressly not include the following, except to the extent resulting from a Force Majeure:
- (a) Unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts, or consumables for the Units;
 - (b) A delay in the performance by any contractor(s);
 - (c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
 - (d) Strikes or labour disturbance at the facilities of the affected Party;
 - (e) Insufficiency of finances or funds or the Agreement becoming onerous to perform;
 - (f) Non-performance caused by, or connected with, non-performing Party's:
 - (i) Negligent or intentional acts, errors or omissions,
 - (ii) Failure to comply with any Applicable Law, and
 - (iii) Breach of or default under the Agreement.

6.6 Termination Due to Force Majeure :

- (a) If, prior to the completion of 180 (one hundred and eighty) Days commencing from the date of issuance of a notice of Force Majeure, the Parties are of the reasonable view that:
- (i) the Force Majeure is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed by the Parties; or
 - (ii) that it is uneconomic or impractical to restore the affected Unit Land or Unit,
- then the Parties may mutually decide to terminate this Agreement, which termination shall take effect from the date on which such decision is taken.
- (b) Without prejudice to the provisions of Article 6.6 (a) above, the affected party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate this Agreement in its sole discretion by issuing a notice to that effect. On termination of this Agreement pursuant to this Article 6.6 (b), the consequences of termination that are set out at Article 2.4 shall apply.

7. TERMINATION :

- 7.1 The Parties agree and acknowledge that this Agreement shall not be terminated by any Party for convenience.
- 7.2 In the event that the Solar Project Developer fails to fulfil its obligations set out in Article 3.2, RUMSL may issue a preliminary notice to the Solar Project Developer providing 60 (sixty) Days from the date on which the preliminary notice is delivered to the Solar Project Developer to cure the underlying breach set out in Article 3.3. If the Solar Project Developer fails to cure the breach within such period allowed, RUMSL shall be entitled to terminate this Agreement by issuing a notice of termination to the Solar Project Developer which shall set out:
- (i) details regarding the underlying breach;
 - (ii) the date of termination; and
 - (iii) any other relevant information.
- 7.3 In the event that the MPPMCL PPA is terminated due to a Solar Project Developer default and neither MPPMCL nor RUMSL exercise their right to transfer the Unit in accordance with the terms of the MPPMCL PPA, upon such a notice being issued by RUMSL to GoMP-NRE, this Agreement shall stand terminated.
- 7.4 In the event that the MPPMCL PPA is terminated due to a MPPMCL default and the Solar Project Developer chooses to transfer the Unit to MPPMCL in accordance with the terms of the MPPMCL PPA, upon such a notice being issued by RUMSL to GoMP-NRE, the Parties hereby agree to do all acts required to novate this Agreement in favour of MPPMCL or its nominee..
- 7.5 In the event that the MPPMCL PPA is terminated due to a Solar Project Developer default and either MPPMCL or RUMSL choose to seek a transfer the Unit in accordance with the terms of the MPPMCL PPA, the Parties hereby agree to do all acts required to novate this Agreement in favour of either MPPMCL or RUMSL, or any of their nominees.
- 7.6 In the event that the ISA is terminated due to a RUMSL default, the Solar Project Developer shall notify GoMP-NRE of the termination of the ISA, pursuant to which this Agreement shall stand automatically terminated.

- 7.7 It is clarified for the avoidance of doubt that if the MPPMCL PPA is terminated for an MPPMCL default and the Solar Project Developer decides against transferring the Unit to MPPMCL in accordance with the terms of the MPPMCL PPA, GoMP-NRE and RUMSL shall not have any right to terminate this Agreement.

8. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION :

- 8.1 The Agreement shall be construed and interpreted in accordance with and governed by the laws of India.
- 8.2 RUMSL and the SPD hereby agree that any disputes between RUMSL and the SPD arising under, out of or in connection with this Agreement shall be adjudicated in accordance with the dispute resolution procedure as set out in Article 15 (Dispute Resolution) of the ISA, to which both RUMSL and the SPD are parties.
- 8.3 Subject to Article 8.2, for any other disputes under this Agreement, the courts in Bhopal shall have exclusive jurisdiction over such dispute and/or any other matters arising out of or relating to this Agreement.

9. INDEMNITY :

- 9.1 The Solar Project Developer shall be responsible for, and release and indemnify the GoMP-NRE and RUMSL on demand from and against any and all proceedings, actions, and claims for Losses of whatever kind and nature for:
- (a) sickness, injury, death or personal injury;
 - (b) loss of or damage to property;
 - (c) infringement of intellectual property rights in any equipment or materials forming part of the Unit;
 - (d) breach of any representations or warranties set out under Article 5 of this Agreement;
 - (e) gross negligence or Wilful Default;
 - (f) breach of statutory duty; and
 - (g) actions, claims, demands, costs, charges and expenses (including legal expenses),

which may arise out of, or in consequence of, implementation of the Unit and any other performance or non-performance by the Solar Project Developer of its obligations under this Agreement.

10. MISCELLANEOUS :

10.1 Language :

The language of this Agreement is English and Hindi. All notices required to be given by one Party to the other Parties and all other communications, documentation and proceedings which are in any way relevant to the Agreement shall be in writing and shall be in English or Hindi. In the event of any conflict between the provisions of the English and Hindi versions of this Agreement, the provisions of the English version of this Agreement shall prevail.

10.2 Relationship of the Parties :

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

10.3 Notices :

- (a) Any consent, approval, authorization, certificate, report, information, notice, request from or by any Party, or any other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be effective and valid only when made in writing under the hand of a duly authorised representative of such Party.

- (b) Any contractual notice, instruction, decision, order, report, certificate or other communication that is to be exchanged between the Parties shall be served by sending it by electronic mail or facsimile transmission, with a confirmation copy by courier or registered post to the following addresses:

The communications shall be sent to:

GOMP-NRE: Attention:
 Address
 Tel:
 Fax:
 Email:

RUMSL: Attention:
 Address
 Tel:
 Fax:
 Email:

Solar Project Developer: Attention:
 Address
 Tel:
 Fax:
 Email:

- (c) Any notice sent by electronic mail or facsimile shall be deemed to have been received on the date of transmission and any notice served by courier or registered post shall be deemed to be received when actually delivered to the address mentioned above.
- (d) Any change in the address for communication shall be duly notified by the relevant Party to the other Parties in accordance with the provisions of this Article 10.3.

10.4 Severability :

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, illegal or unenforceable provision, as nearly as is practicable to such invalid, illegal or unenforceable provision.

10.5 Waiver :

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligation under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party, and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

10.6 Survival :

The expiry of the Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under the Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implications, which are to survive after the expiry

of this Agreement, which expressly or by their nature survive the Agreement Period or and which shall continue and survive any expiry of this Agreement.

10.7 **Entire Agreement :**

The Parties hereto acknowledge, confirm and undertake that this Agreement constitutes the entire understanding between the Parties regarding the right to use the Unit Land and supersedes all previous written or oral representations and/or arrangements regarding the right to use the Unit Land.

10.8 **Counterparts :**

This Agreement may be executed in 3 (three) counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

(Signature page follows)

For and on behalf of

Solar Project Developer
Name Designation and Address
.....
.....
.....

Signature with Seal

Witness.
1.
2.

For and on behalf of

Commissioner, New & Renewable Energy
Name Designation and Address
.....
.....
.....

Signature with Seal

Witness.
1.
2.

For and on behalf of

Rewa Ultra Mega Solar Limited
Name Designation and Address
.....
.....
.....

Signature with Seal

Witness.
1.
2.

ANNEXURE A

DETAILS OF UNIT LAND

- 1. Details of land given for the Unit:
[●]
- 2. Details of land given for the Internal Evacuation Infrastructure:
[●]

LAND USE PERMISSION AGREEMENT

FOR

DEVELOPMENT OF PGCIL SUBSTATION FOR THE REWA ULTRA MEGA SOLAR
POWER PROJECT
TO BE SET UP AT REWA DISTRICT IN THE STATE OF MADHYA PRADESH

BETWEEN

Commissioner
New and Renewable Energy
Bhopal

A N D

M/s Rewa Ultra Mega Solar Limited
A N D
M/s Power Grid Corporation of India Limited

This **Land Use Permission Agreement (Agreement)** is entered into on this [●] day of the month of [●] 2016 at Bhopal, Madhya Pradesh.

BETWEEN

The Commissioner, New and Renewable Energy, Bhopal having its office at Urja Bhawan, Shivaji Nagar, Bhopal (hereinafter referred to as "**GoMP-NRE**", which expression shall, unless repugnant to the context thereof, include its permitted successors, assigns and legal representatives) of the **FIRST PART**;

AND

M/s. Rewa Ultra Mega Solar Limited, a company registered under the provisions of the Companies Act, 2013, having its registered office at Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016, Madhya Pradesh, India (hereinafter referred to as "**RUMSL**", which expression shall, unless repugnant to the context thereof, include its permitted successors, administrators and permitted assigns), through Mr. [●], (*Designation*), who is duly authorized by RUMSL vide a board resolution issued by its board of directors on [●] (*date*), to execute this Agreement of the **SECOND PART**;

AND

M/s Power Grid Corporation of India Limited, a company registered under the provisions of the Companies Act, 1965, having its registered office at [●] (hereinafter referred to as "**PGCIL**", which expression shall, unless repugnant to the context thereof, include its permitted successors, administrators and permitted assigns), through Mr. [●], (*Designation*), who is duly authorized by the PGCIL vide a board resolution issued by its board of directors on [●] (*date*), to execute this Agreement of the **THIRD PART**;

GoMP-NRE, RUMSL and PGCIL are hereinafter individually referred to as **Party** and collectively as the **Parties**

WHEREAS:

- A. With a view to provide a further boost to renewable energy development in the state of Madhya Pradesh, the Government of Madhya Pradesh (**GoMP**) and the Government of India (**GoI**) have decided to set up a 750 MW solar project in the Rewa District of the state of Madhya Pradesh (**Rewa Solar Project**).

- B. In this regard, RUMSL has been incorporated as a joint venture company between Madhya Pradesh Urja Vikas Nigam Limited and Solar Energy Corporation of India, with both the entities holding equal shareholding in RUMSL. RUMSL has been designated as the solar power park developer for the Rewa Solar Project.
- C. GoMP-NRE is the Nodal Department of the GoMP, vested with the responsibility to deal with all the matters connected with implementation of solar power based projects developed under the MP Solar Policy (*as defined below*). As per the policies of the Government of Madhya Pradesh, in case of land owned by the Revenue Department, GoMP or any other GoMP department, such land may be transferred to GoMP-NRE, and GoMP-NRE is further entitled to subsequently give permission for use of land for the development of solar power projects.
- D. PGCIL has been awarded the work for the development of the transmission system for the Rewa Solar Project vide Ministry of New and Renewable Energy, GoI order no.30/26/2014- 15/NSM.
- E. The Rewa Solar Project will be split into three units (individually referred to as **Unit** and collectively referred to as **Units**) of ground mounted grid-connected solar photovoltaic power plants of 250 MW capacity each, to be developed on pre-identified land parcels inside the Rewa Solar Project. The Units will be connected to the inter-state transmission system through a 400/220kV substation to be constructed, operated and maintained by PGCIL (**PGCIL Sub- station**).
- F. For the purposes of setting up the Rewa Solar Project and the PGCIL Sub-station, GoMP-NRE has the right to grant permission for use of land, including the land required for the development of the PGCIL Sub-station, and has entered into a land use permission agreement with RUMSL on [●] for the grant and use of land for the Rewa Solar Project and the PGCIL Sub-station (**First LUPA**).
- G. The GoMP-NRE has, through the District Renewable Energy Officer (**DREO**), handed over possession of the land to RUMSL as per letter no. [●] dated [●].
- H. In accordance with the terms of the First LUPA, the Parties now wish to enter into this Agreement to grant PGCIL the right to undertake the use of land, the details of which are set out in **Annexure A** to this Agreement, required for the development of the PGCIL Sub-station (**PGCIL Land**), in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, both the Parties agree to the terms and conditions set forth as follows:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement, following words and expression shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

Agreement means this Land Use Permission Agreement together with Annexures hereto.

Agreement Period shall have the meaning as ascribed to it in Article 2.2 of this agreement;

Applicable Laws means all laws in force and effect as on the Effective Date and which may be promulgated or brought in force and effect in India, including in the state of Madhya Pradesh after the Effective Date and all applicable statutes, enactments, laws, ordinances, bye-laws, rules, regulations, guidelines, notifications, notices, and/or judgments,

decrees, injunctions, writs or orders of any Governmental Instrumentality, court, statutory or regulatory authority, tribunal, board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively.

Applicable Permits means any permissions, clearances, concessions, authorisations, consents, licenses, permits, rulings, exemptions, no-objections, resolutions, filings, orders, notarisations, lodgements or registrations or approvals of whatsoever nature that are required to be obtained by PGCIL, from time to time in connection with the PGCIL Sub-station and for undertaking, performing or discharging its obligations under this Agreement in accordance with Applicable Laws.

Day means a 24 hour period beginning at 00:00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time.

DREO has the meaning ascribed to it in Recital G.

Effective Date shall mean the date of signing of this Agreement.

First LUPA has the meaning ascribed to it in Recital F.

Force Majeure shall have the meaning ascribed to it in Article 6.

Gol means the Government of India.

GoMP means the government of Madhya Pradesh.

GoMP-NRE means the New and Renewable Energy Department, GoMP.

Governmental Instrumentality means the:

- GoMP and/ or Gol; and/or
- any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of the GoMP; and/or
- any ministry, department, board, authority, agency, commission under the direct or indirect control of Gol; or
- any political sub-division including any court or commission or tribunal or judicial or quasi-judicial body in the state Madhya Pradesh or/and includes the MPERC;
- Supreme Court of India or commission or tribunal or judicial or quasi-judicial body of the Gol,

having jurisdiction over PGCIL, the PGCIL Land or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement.

INR means Indian Rupees, the lawful currency in India.

Loss means all damages, losses, liabilities, costs, expenses, including legal and other professional charges and expenses and charges arising under statute, contract or otherwise in connection with judgements, proceedings, claims, internal costs or demands.

Material Adverse Effect means the effect of any act or event which causes a material and adverse impairment in the ability of any of the Parties to exercise their rights or perform any of its obligations or consummate transactions under and in accordance with the provisions of this Agreement.

Permanent Structures shall mean the permanent works forming part of the PGCIL Sub-station

that are required to be constructed, installed and maintained as such for the implementation of the PGCIL Sub-station.

Permanent Ancillary Structures shall mean the permanent ancillary works required for the PGCIL Sub-station related activities like construction of PGCIL Sub-station office, staff houses, rest house, guest house, canteen etc.

PGCIL Land has the meaning ascribed to it in Recital H.

PGCIL Sub-station has the meaning ascribed to it in Recital E.

Prudent Utility Practices means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which are reasonably and ordinarily expected to be used by a skilled and experienced owner, contractor or operator engaged in installation, management, ownership, operation and maintenance of facilities, equipment or systems of the type and size similar to the PGCIL Sub-station.

Rewa Solar Project has the meaning ascribed to it in Recital A.

RUMSL means Rewa Ultra Mega Solar Limited.

Taxes means any Indian taxes including levies, imposts, cesses, duties and other forms of taxation, including income tax, sales tax, value added tax, octroy, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty (whether central, state or local) on the goods, materials, equipment and services incorporated in and forming part of the PGCIL Sub-station charged, levied or imposed by any Governmental Instrumentality, but excludes any interest, penalties and other sums in relation thereto imposed on any account whatsoever.

Temporary Structures shall mean all temporary works of any kind other than permanent structures required to be erected in connection with the implementation of the PGCIL Sub-station and that are incidental or ancillary to the design, engineering and construction of the PGCIL Sub-station and are erected/installed and maintained till the commissioning of the PGCIL Sub-station and removed thereafter.

Unit(s) has the meaning ascribed to it in Recital E.

Wilful Default means a deliberate or conscious breach of this Agreement by any of the Parties which has a Material Adverse Effect on the other Party.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
- (b) The references to persons and words denoting natural persons shall include bodies corporate and partnerships, joint ventures and statutory and other authorities and entities.
- (c) The nomenclature of the Agreement, headings and paragraph numbers are for the convenience of reference and shall be ignored in construing or interpreting the Agreement.
- (d) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this Article shall not operate so as to increase the liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.
- (e) Any reference to any period commencing "from" a specified Day or date and "till" or "until" a specified Day or date shall include both such Days and dates.

2. EFFECTIVENESS, TERM AND CHARGES

2.1 Effectiveness

The Agreement shall come into effect from the Effective Date of this Agreement.

2.2 Agreement Period

This Agreement shall remain in force from the Effective Date, for a period of 40 (forty) years from the date on which the PGCIL Sub-station is commissioned. RUMSL shall, within 7 (seven) Days of the commissioning of the PGCIL Sub-station, issue a certificate to GoMP- NRE, with a copy to the PGCIL, notifying it of the date on which the PGCIL Sub-station is commissioned.

2.3 Early Termination

This Agreement shall terminate before the Agreement Period if terminated pursuant to Article 6.6 or Article 7 of this Agreement.

2.4 Procedure upon on termination or expiry of this Agreement

- (a) Subject to the Parties agreeing an extension, or fresh allotment, of the land use permission pursuant to Article 2.5 below, upon the expiry or termination of this Agreement in accordance with the terms hereof, GoMP-NRE will have the right to transfer the PGCIL Sub-station to the Madhya Pradesh Power Transmission Corporation Limited (or its successor and permitted assigns), upon the payment of compensation to PGCIL which shall be for an amount equal to the then value of the PGCIL Sub-station. The GoMP-NRE shall communicate, in writing, its decision to PGCIL at least 30 (thirty) Days prior to the expiry of this Agreement.
- (b) In the event that GoMP-NRE, upon the expiry or termination of this Agreement, decides against the renewal or fresh allotment of the land use permission pursuant to Article 2.5 below and further decides against transferring the PGCIL Sub-station pursuant to Article 2.4 (a) above, PGCIL shall dismantle and remove the Permanent Structures, Permanent Ancillary Structures and Temporary Structures, including all plant, equipment, personnel, machinery and other structures from the PGCIL Land at its cost and risk and handover vacant and peaceful possession of the land to GoMP-NRE within 90 (ninety) Days of the date of expiry or termination as the case may be. In the event that PGCIL fails to remove the PGCIL Sub-station and associated infrastructure, and handover possession of the land in the manner prescribed hereinabove, GoMP-NRE will have the right to remove and dispose of the PGCIL Sub-station in the manner it deems fit, at the cost and risk of PGCIL, and shall take over possession of the PGCIL Land. Any monies that GoMP-NRE recovers from disposal of the PGCIL Sub-station will be returned to PGCIL after adjusting all expenses incurred by GoMP-NRE in removal of these assets and takeover of vacant possession of the PGCIL Land.

2.5 Extension of the Term

At least 60 (sixty) Days prior to expiry of the Agreement, PGCIL may request GoMP-NRE for a renewal or fresh allotment of the land use permission for the PGCIL Land for such further period and on such terms as may be mutually agreeable to the Parties and in accordance with the policies of the Government of Madhya Pradesh. The Parties agree that any such extension shall be at the sole discretion of GoMP-NRE. The GoMP-NRE shall communicate, in writing, its decision on PGCIL's request at least 30 (thirty) Days prior to the expiry of this Agreement.

2.6 Consideration for Land Use Permission

In consideration of the land use permission granted to PGCIL under this Agreement, PGCIL shall pay to RUMSL an amount of Rs. 1,000 annually for the Agreement Period. Within 7 (seven) Days of the Effective Date, RUMSL shall notify PGCIL of the form and manner in which such payments are to be made to RUMSL. It is clarified that the RUMSL shall pay to GoMP-NRE the consideration for the land use permission granted to PGCIL under this Agreement in accordance with the terms of the First LUPA.

3. CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by RUMSL:

Within 7 (seven) Days from the Effective Date, RUMSL shall handover [●] hectares of land located at villages [●] to PGCIL for its use for the PGCIL Sub-station. It is clarified that the land shall remain in the ownership of GoMP-NRE and PGCIL is authorized only to use it for the purpose of developing, commissioning, operating and maintaining the PGCIL Sub-station for the Agreement Period.

3.2 Satisfaction of conditions subsequent by PGCIL:

PGCIL shall ensure that it constructs and commissions the PGCIL Sub-station within 18 (eighteen) months from the Effective Date. Within 7 (seven) Days of the commissioning of the PGCIL Sub-station, RUMSL shall issue a notice to GoMP-NRE informing them that PGCIL Sub-station has been commissioned.

3.3 Consequences of non-fulfillment of Conditions Subsequent

If PGCIL fails to commission the PGCIL Sub-station within the timeline specified in Article 3.2 above, for a reason not attributable to RUMSL, GoMP-NRE or a Force Majeure Event, RUMSL shall have a right to terminate this Agreement.

4. OBLIGATIONS AND RESPONSIBILITIES

4.1 Obligations of PGCIL

- (a) PGCIL undertakes to be responsible at its own cost and risk, for the execution of the PGCIL Sub-station.
- (b) PGCIL shall work with and co-operate in good faith with the GoMP-NRE with respect to all of the obligations and rights hereunder.
- (c) PGCIL shall construct, operate and maintain the PGCIL Sub-station, and pay all Taxes as may be applicable under this Agreement and Applicable Law, including the policies of the Government of Madhya Pradesh, for owning, operating and maintaining the PGCIL Sub-station.
- (d) PGCIL shall not use the PGCIL Land for any purpose other than for the development of the PGCIL Sub-station and those included in the definitions of Permanent Structures, Permanent Ancillary Structures and Temporary Structures.
- (e) If at any stage during the tenure of this Agreement it is found that the PGCIL Land is being used for any purpose other than as expressly allowed under this Agreement, then the land use permission may be cancelled under the provisions of this Agreement.
- (f) PGCIL shall not use more than 5% of the PGCIL Land for the Permanent Ancillary Structures.
- (g) PGCIL shall construct and operate the PGCIL Sub-station in accordance with Prudent Utility Practices throughout the Agreement Period.
- (h) PGCIL shall, for the purpose of safety, fence the PGCIL Land.
- (i) PGCIL shall be liable for environment protection measures within the PGCIL Land in accordance with Applicable Laws and Applicable Permits, and shall not do anything adversely affecting the environment.
- (j) In the event PGCIL requires to dig any well or tube well, or otherwise take water from any water source in the PGCIL Land, it shall do so only in accordance with Applicable Laws.
- (k) While using the PGCIL Land, if PGCIL causes any harm or injury to any person/ animal, he shall be liable to pay compensation or damages in the same manner as a tenant of land is generally liable to pay.

- (l) In the event that PGCIL requires to cut any trees on the PGCIL Land, it shall do so only in accordance with Applicable Laws.
- (m) Monitoring and supervision of the PGCIL Sub-station:
PGCIL shall, at all times, grant access to the PGCIL Land to the authorised representatives of the GoMP-NRE and to the persons duly authorised by any Governmental Instrumentality having jurisdiction over the PGCIL Sub-station.
- (n) Safety measures:
PGCIL shall ensure proper safety measures during the implementation of the PGCIL Sub-station, including any geological study, construction and testing on the PGCIL Land, and shall meet minimum safety standards prescribed under Applicable Laws for the safety of all personnel engaged in the design, construction, operation, maintenance and repair of the PGCIL Sub-station. The GoMP-NRE shall have the right to institute an appropriate mechanism to ensure compliance by PGCIL in this regard.
- (o) Alternative facilities:
In case any existing facilities including, but not limited to, roads, bridges, buildings and communication system(s), are affected because of the implementation of the PGCIL Sub-station on the PGCIL Land, PGCIL shall be responsible and bear the cost of taking remedial measures. PGCIL shall not interfere with any of the existing facilities till an alternate facility is created as approved by the concerned Governmental Instrumentality.
- (p) Maintaining Ecological Balance:
PGCIL shall be responsible for maintaining the ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of the PGCIL Land. PGCIL shall take all reasonable measures to prevent any, unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the PGCIL Land.
- (q) Use of facilities:
Subject to availability, security, safety, Applicable Law and operational factors being met, PGCIL shall permit the use, free of cost, by the GoMP and the general public, of all service roads constructed and maintained by it for the PGCIL Sub-station after its commissioning.
- (r) Archaeological findings, treasures etc.:
All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on or in the PGCIL Land shall be deemed to be the absolute property of the GoMP. PGCIL shall take reasonable precautions to prevent its workmen or any other persons from damaging any such article or thing. PGCIL shall arrange to hand over the same to the GoMP-NRE free of cost, provided that, in case any precious or semi-precious material is located, PGCIL shall inform the GoMP-NRE immediately and abide by the directives of the GoMP which shall be communicated within a period of 15 (fifteen) Days from the date of receipt of such intimation from PGCIL.
- (s) PGCIL, while providing employment for construction as well as operation and maintenance activities, shall endeavor to give preference to locals as per their availability and suitability.
- (t) PGCIL shall pay the required land use charges to RUMSL in accordance with Article 2.6 of this Agreement.

4.2 Obligations and responsibilities of the GoMP-NRE

(a) Land Use Permission:

The GoMP-NRE hereby grants, and PGCIL hereby accepts the right to use the PGCIL Land (details of which are set out in **Annexure A** to this Agreement) for the sole and exclusive purpose of developing the PGCIL Sub-station. RUMSL shall make the PGCIL Land available to PGCIL in accordance with Article 3.1 of this Agreement.

(b) Upgradation of roads and bridges:

The GoMP-NRE shall permit PGCIL to construct roads, bridges, culverts, and other infrastructure as considered necessary for the PGCIL Sub-station on the PGCIL Land in consultation with the relevant Governmental Instrumentality at the cost and risk of PGCIL.

4.3 Obligations and Responsibilities of RUMSL

RUMSL shall ensure that the PGCIL Land is free from all encumbrances and unhindered possession is handed over to PGCIL in accordance with the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES**5.1 Representations and Warranties of PGCIL**

PGCIL represents and warrants to the GoMP-NRE and RUMSL that as of the Effective Date:

- (a) it is duly organized and validly existing under the laws of India, and has all requisite power and has been duly authorized to execute and consummate this Agreement;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against PGCIL in accordance with its terms;
- (d) the consummation of the transactions contemplated by this Agreement on the part of PGCIL will not violate any provision of, nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which PGCIL is a party or to which PGCIL is bound, which violation, default or power has not been waived;

5.2 Representations and Warranties of the GoMP-NRE

The GoMP-NRE represents and warrants to RUMSL and PGCIL that as of the Effective Date:

- (a) the GoMP-NRE has all requisite powers and has been duly authorized to execute and consummate this Agreement;
- (b) the execution and delivery of this Agreement by the GoMP-NRE does not violate the provision of any existing Applicable Law, or of agency or of any contract, undertaking or agreement, to which the GoMP-NRE is a party or which is binding on GoMP-NRE;
- (c) the PGCIL Land has been procured by GoMP-NRE in accordance with Applicable Laws and policies of the GoMP.

5.3 Representations and Warranties of RUMSL

RUMSL represents and warrants to the GoMP-NRE and PGCIL that as of the Effective Date:

- (a) it is duly organized and validly existing under the laws of India, and has all requisite power and has been duly authorized to execute and consummate this Agreement;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against RUMSL in accordance with its terms; and

- (d) the consummation of the transactions contemplated by this Agreement on the part of RUMSL will not violate any provision of, nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the RUMSL is a party or to which RUMSL is bound, which violation, default or power has not been waived.

6. FORCE MAJEURE

- 6.1 Subject to Article 6.5, Force Majeure shall mean any event or circumstances or combination of events or circumstances that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under the Agreement, but only if and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided even if the affected Party had taken reasonable care or complied with Prudent Utility Practices and are on account of:
- (a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the PGCIL Sub-station), earthquake, volcanic eruption, landslide, flood, cloud burst, cyclone, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last 100 (hundred) years;
 - (b) Compulsory acquisition by any Governmental Instrumentality under the GoMP or the GoI of any material assets or rights of RUMSL;
 - (c) The unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Applicable Permits required by PGCIL to perform its obligations under this Agreement or any unlawful, unreasonable or discriminatory refusal to grant any Applicable Permits required for the operation of the PGCIL Sub-station on the PGCIL Land, provided that a competent court of law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down;
 - (d) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo;
 - (e) revolution, riot, insurrection, terrorist or military action.
- 6.2 In the event a Party is rendered unable to perform any obligations required to be performed by it under the Agreement by Force Majeure, the particular obligations shall, upon notification to the other Party, be suspended for the period of Force Majeure.
- 6.3 Upon the occurrence of an event of Force Majeure, the Party claiming that it has been rendered unable to perform any of its material obligations under the Agreement, shall notify the other Party in writing within 30 (thirty) Days of the commencement thereof giving the particulars and satisfactory evidence in support of its claim. Upon termination of such event of Force Majeure, the affected Party shall, within 7 (seven) Days of its termination, intimate the other Party of such termination.
- 6.4 Time for performance of the relative obligations suspended by Force Majeure shall then stand extended by the period of delay, which is directly attributable to Force Majeure. The Party giving, such notice shall be excused from timely performance of its obligations under the Agreement, for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed, provided the Party or Parties affected by the event, of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the obligations under the Agreement.
- 6.5 Force Majeure shall expressly not include the following, except to the extent resulting from a Force Majeure:
- (a) Unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts, or consumables for the PGCIL Sub-station;
 - (b) A delay in the performance by any contractor(s);

- (c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- (d) Strikes or labour disturbance at the facilities of the affected Party;
- (e) Insufficiency of finances or funds or the Agreement becoming onerous to perform;
- (f) Non-performance caused by, or connected with, non-performing Party's:
 - (i) Negligent or intentional acts, errors or omissions,
 - (ii) Failure to comply with any Applicable Law, and
 - (iii) Breach of or default under the Agreement.

6.6 Termination Due to Force Majeure

- (a) If, prior to the completion of 180 (one hundred and eighty) Days commencing from the date of issuance of a notice of Force Majeure, the Parties are of the reasonable view that:
 - (i) the Force Majeure is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed by the Parties; or
 - (ii) that it is uneconomic or impractical to restore the affected PGCIL Land or PGCIL Sub-station, then the Parties may mutually decide to terminate this Agreement, which termination shall take effect from the date on which such decision is taken.
- (b) Without prejudice to the provisions of Article 6.6 (a) above, the affected party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate this Agreement in its sole discretion by issuing a notice to that effect. On termination of this Agreement pursuant to this Article 6.6 (b), the consequences of termination that are set out at Article 2.4 shall apply.

7. TERMINATION

- 7.1 The Parties agree and acknowledge that this Agreement shall not be terminated by any Party for convenience.
- 7.2 Upon the occurrence of the event set out in Article 3.3, RUMSL may issue a preliminary notice to PGCIL providing 60 (sixty) Days from the date on which the preliminary notice is delivered to PGCIL to cure the underlying breach set out in Article 3.3. If PGCIL fails to cure the breach within such period allowed, RUMSL shall be entitled to terminate this Agreement by issuing a notice of termination to PGCIL which shall set out:
 - (i) details regarding the underlying breach;
 - (ii) the date of termination; and
 - (iii) any other relevant information.
- 7.3 Upon the termination of this Agreement pursuant to Article 7.2 above, the consequences of termination set out in Article 2.4 shall apply.

8. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

- 8.1 The Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

8.2 **Amicable Settlement**

- (a) Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (**Dispute**) by giving a written notice (**Dispute Notice**) to the other Party(ies), which shall contain:
 - (i) a description of the Dispute;
 - (ii) the grounds for such Dispute; and
 - (iii) all written material in support of its claim.

- (b) The other Party(ies) shall, within 30 (thirty) Days of issue of Dispute Notice issued under Article 8.2 (a) furnish:
- (i) counter-claim and defences, if any, regarding the Dispute; and
 - (ii) all written material in support of its defences and counter-claim.
- (c) Within 30 (thirty) Days of issue of Dispute Notice by any Party(ies) pursuant to Article 8.2 (a) if the other Party(ies) does not furnish any counter claim or defence under Article 8.2 (b) or 30 (thirty) Days from the date of furnishing counter claims or defence by the other Party(ies), the Parties to the Dispute shall meet to settle such Dispute amicably (**Dispute Meeting**). If the Parties fail to resolve the Dispute amicably within thirty (30) Days from the later of the dates mentioned in this Article, the Dispute shall be referred for dispute resolution in accordance with Article 8.3 of this Agreement.

8.3 Dispute Resolution through Arbitration

(a) Arbitration Procedure

If a Dispute is not resolved within 60 (sixty) Days after the service of a Dispute Notice, whether or not a Dispute Meeting has been held, any Party to the Dispute shall be entitled to refer the Dispute to arbitration (**Notice of Arbitration**) to be finally resolved in accordance with the Madhya Pradesh Madhyastham Adhikaran Act, 1983.

Notwithstanding the existence of any Dispute, the Parties shall continue to perform their respective duties and obligations under this Agreement.

9. INDEMNITY

9.1 PGCIL shall be responsible for, and release and indemnify the GoMP-NRE and RUMSL on demand from and against any and all proceedings, actions, and claims for Losses of whatever kind and nature for:

- (a) sickness, injury, death or personal injury;
- (b) loss of or damage to property;
- (c) infringement of intellectual property rights in any equipment or materials forming part of the PGCIL Sub-station;
- (d) breach of any representations or warranties set out under Article 5 of this Agreement;
- (e) gross negligence or Wilful Default;
- (f) breach of statutory duty; and
- (g) actions, claims, demands, costs, charges and expenses (including legal expenses),

which may arise out of, or in consequence of, implementation of the PGCIL Sub-station and any other performance or non-performance by PGCIL of its obligations under this Agreement.

10. MISCELLANEOUS

10.1 Language

The language of this Agreement is English and Hindi. All notices required to be given by one Party to the other Parties and all other communications, documentation and proceedings which are in any way relevant to the Agreement shall be in writing and shall be in English or Hindi. In the event of any conflict between the provisions of the English and Hindi versions of this Agreement, the provisions of the English version of this Agreement shall prevail.

10.2 Relationship of the Parties

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

10.3 Notices

- (a) Any consent, approval, authorization, certificate, report, information, notice, request from or by any Party, or any other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be effective and valid only when made in writing under the hand of a duly authorised representative of such Party.
- (b) Any contractual notice, instruction, decision, order, report, certificate or other communication that is to be exchanged between the Parties shall be served by sending it by electronic mail or facsimile transmission, with a confirmation copy by courier or registered post to the following addresses:

The communications shall be sent to:

GOMP-NRE: Attention:
 Address
 Tel:
 Fax:
 Email:

RUMSL: Attention:
 Address
 Tel:
 Fax: Email:

PGCIL: Attention: Address
 Tel:
 Fax:
 Email:

- (c) Any notice sent by electronic mail or facsimile shall be deemed to have been received on the date of transmission and any notice served by courier or registered post shall be deemed to be received when actually delivered to the address mentioned above.
- (d) Any change in the address for communication shall be duly notified by the relevant Party to the other Parties in accordance with the provisions of this Article 10.3.

10.4 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, illegal or unenforceable provision, as nearly as is practicable to such invalid, illegal or unenforceable provision.

10.6 Waiver

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligation under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party, and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

10.6 Survival

The expiry of the Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under the Agreement, nor shall it affect the survival of any continuing obligations for which this

Agreement provides, either expressly or by necessary implications, which are to survive after the expiry of this Agreement, which expressly or by their nature survive the Agreement Period or and which shall continue and survive any expiry of this Agreement.

10.7 Entire Agreement

The Parties hereto acknowledge, confirm and undertake that this Agreement constitutes the entire understanding between the Parties regarding the right to use the PGCIL Land and supersedes all previous written or oral representations and/or arrangements regarding the right to use the PGCIL Land.

10.8 Counterparts

This Agreement may be executed in 3 (three) counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

For and on behalf of

PGCIL

Name Designation and Address

.....
.....
.....

Signature with Seal

Witness

1.

2.

For and on behalf of

Rewa Ultra Mega Solar Limited

Name Designation and Address

.....
.....
.....

Signature with Seal

Witness

1.

2.

For and on behalf of

Commissioner, New & Renewable Energy

Name Designation and Address

.....
.....
.....

Signature with Seal

Witness

1.

2.

ANNEXURE A DETAILS OF PGCIL LAND